

COUNCIL COMMUNICATION

Department: Public Works
Case/Project No.: _____
Applicant: _____

Ordinance No. _____
Resolution No. 09-205

First Reading July 13, 2009

SUBJECT/TITLE

Consideration of:

- 1). a resolution authorizing the Mayor to execute an agreement with Redflex Traffic Systems Inc., for services associated with the Automated Red Light Enforcement Program.
- 2). a resolution expanding the red light photo enforcement program to 6 additional approaches.
- 3). amending Ordinance 9.16.055 Automated Red Light Enforcement.

BACKGROUND/DISCUSSION

- The city implemented the red light photo enforcement program almost four years ago (August, 2005).
- The first year of operation covered only 11 months with 10,095 tickets issued. Years two and three showed 10,416 and 10,013 tickets issued respectively. This last year of operation is on track to hit about 8,000 tickets.
- It is the opinion of the Police, Public Works, and Legal Departments that the cameras are an effective tool in reducing red light running and improving safety. Statistically the numbers are mixed.
- The Departments recommend not only a continuation of the program but an expansion of locations as well.
- Currently the City has seven approaches:
 - 7th Street and Willow Avenue (Southbound)
 - 8th and Broadway (Eastbound)
 - 8th and Broadway (Westbound)
 - 16th and Broadway (Eastbound)
 - 16th and Broadway (Westbound)
 - 21st and Broadway (Westbound)
 - 35th and Broadway (Eastbound)
- Proposed additional locations are:
 - South Expressway and 30th Avenue (Eastbound)
 - South Expressway and 30th Avenue (Northbound)
 - Kanesville Blvd. and Harrison St. (Eastbound)
 - Kanesville Blvd. and Harrison St. (Westbound)
 - 25th and Broadway (Eastbound)
 - 25th and Broadway (Westbound)

These intersections were selected based on accident history and observed problems with red light running.

- Redflex has performed very well in providing the photo enforcement service. For this reason a new contract is proposed. This contract provides for similar terms to the existing contract.
- The proposed contract is for 7 years (the existing is for 5 years).
The existing fee paid to Reflex is tiered at:

\$50	citations 01-119	paid per month per approach
\$40	citations 120-209	paid per month per approach
\$30	citations 210 +	paid per month per approach

The proposed fee structure is:

\$48	citations 0-100	paid per month per approach
\$40	citations 101-200	paid per month per approach
\$32	citations 201 +	paid per month per approach

- Currently the penalty assessed by the city for automated enforcement of a red light violation is \$65. At the time the program was initiated four years ago this matched the state penalty. Since then the state has increased the penalty twice and currently is \$106 including all court costs and fees.
- Proposed is an ordinance amendment that sets the photo detected red light violation penalty to match whatever the Iowa Code sets for running a red light.

RECOMMENDATION

In summary the Automated Red Light Enforcement Program has been an effective tool in reducing accidents and improving safety. Recommended is approval of

- (1) Resolution approving a seven year agreement with Redflex for the automated red light enforcement program.
- (2) Resolution approving 6 additional approaches for red light photo enforcement.
- (3) Amending Ordinance 9.16.055 changing the civil penalty for violation of automated red light enforcement to equal that set by Iowa Code for failing to obey a red light traffic signal.

RESOLUTION

NO 09-205

**RESOLUTION AUTHORIZING
EXPANDING THE RED LIGHT PHOTO ENFORCEMENT
TO 6 ADDITIONAL APPROACHES**

- WHEREAS, the city has implemented automated red light enforcement with 7 intersection approaches in 2005; and
- WHEREAS, automated the red light enforcement program has been found to be an effective tool in reducing accidents and making the road safer; and
- WHEREAS, it is the recommendation of city Police, Public Works and Legal Departments to expand the program.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

Staff is hereby authorized and directed to add automated red light enforcement at the following locations:

- South Expressway and 30th Avenue (Eastbound)
- South Expressway and 30th Avenue (Northbound)
- Kanesville Blvd. and Harrison St. (Eastbound)
- Kanesville Blvd. and Harrison St. (Westbound)
- 25th and Broadway (Eastbound)
- 25th and Broadway (Westbound)

**ADOPTED
AND
APPROVED**

July 13, 2009

Scott A. Belt, Mayor Pro-tem

ATTEST:

Richard B. Wade, Acting City Clerk

COUNCIL COMMUNICATION

Department: Public Works

Ordinance No. _____

First Reading July 13, 2009

Case/Project No.: FY10-04C

Resolution No. 09-206

Applicant: Ron Neal, P. E., City Engineer

SUBJECT/TITLE

Consideration of a resolution authorizing the Mayor to execute an agreement with JEO Consulting Group Inc. for engineering services for the Levee Assessment and Action Plan. Project #FY10-04C.

BACKGROUND/DISCUSSION

- The Department of Homeland Security's Federal Emergency Management Agency (FEMA) is implementing an ongoing program of floodplain map modernization and updates. The Missouri River floodplain elevations were re-studied in 2003 by the U.S. Army Corps of Engineers and floodplain mapping updates are currently in process. It is anticipated that FEMA will initiate the process to update the floodplain maps for Pottawattamie County, including the Missouri River adjacent to Council Bluffs, by September 30, 2009. This program requires communities to review the protection status of levees vs. FEMA's regulatory criteria at 44 CFR 65.10.
- The City of Council Bluffs owns or sponsors multiple levee systems that protect the City from flooding by the Missouri River, Mosquito Creek, and Indian Creek. These levee systems are currently shown on FEMA floodplain maps as being accredited as protecting the City from the 100-year flood. It is anticipated that FEMA will require the City to review the status of these levees vs. FEMA's criteria for continued accreditation on floodplain maps.
- Due to the implications of recent flood studies along the Missouri River, expected FEMA re-mapping processes and the concerns related to possible levee de-accreditation, as well as the overall age of some of the relevant levee systems components, the City desires to undertake an evaluation of the levee systems in order to assess their ability to meet FEMA's regulatory requirements and to formulate an action plan for any potential improvements or further studies that might be required.
- Three engineering firms were considered for this project and JEO Consulting of Omaha, teaming with HGM, was selected because of their experience.
- The assessment is a proactive effort to initiate evaluation of all aspects of the levee system including hydraulic models, structural components conditions (i.e. outlet pipes, closures, and floodwalls) levee height, and geotechnical integrity of the system.
- The final result of the assessment will be an action plan that identifies areas of concern and any deficiencies that require correction, provide opinion of probable costs, and project priorities. This will enable the City to follow up with targeted improvement and re-habilitation efforts.

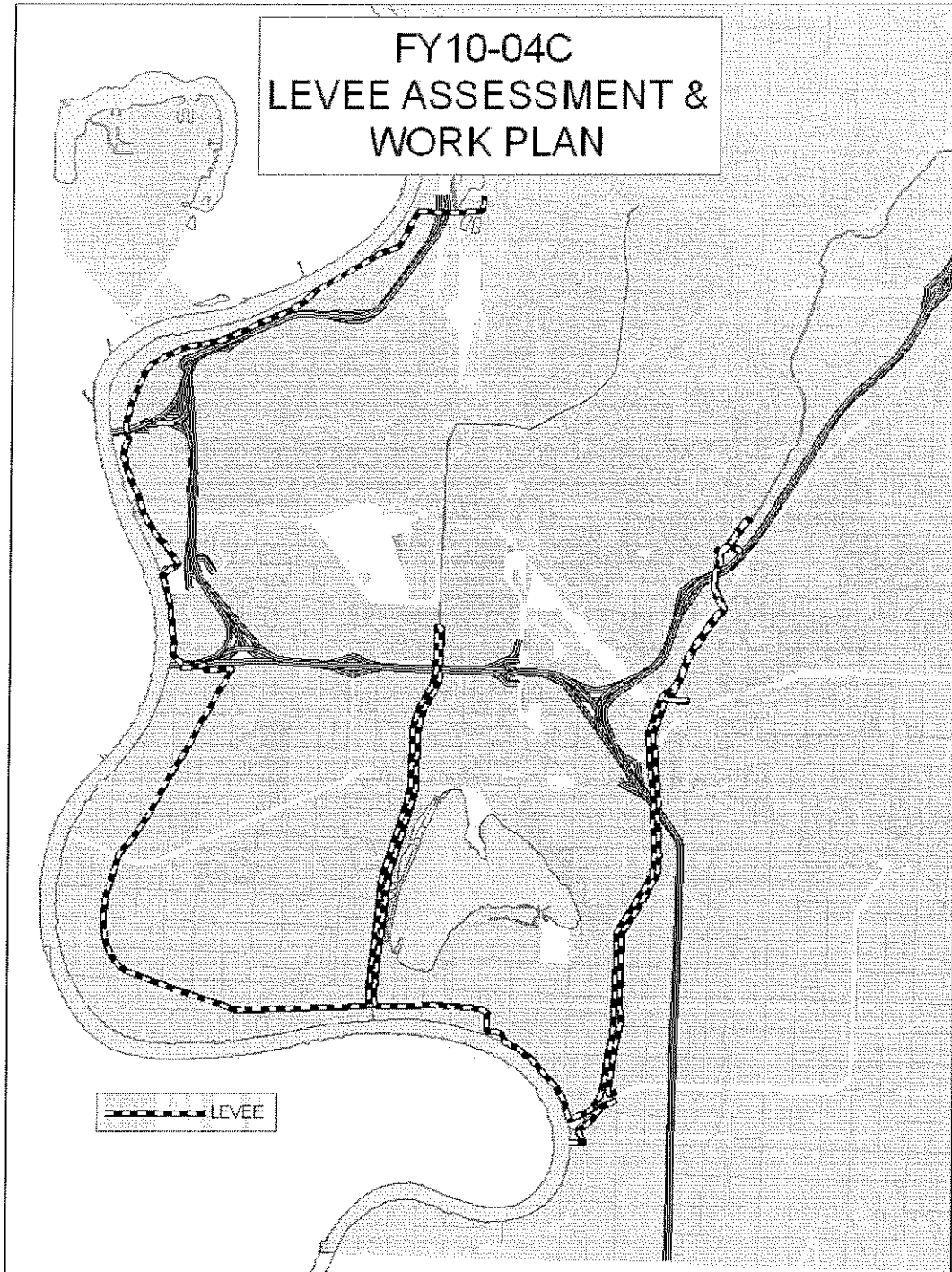
- The implications of levee de-accreditation would be potential expansion of the 100-year floodplain across portions of the City protected by the levee system. Currently, approximately 20 square miles of the City are shown on floodplain maps as accredited; if all of this area were to be re-mapped into the 100 year floodplain by FEMA due to levee de-accreditation this would require residents to purchase flood insurance, also the city would be required to implement new development and building restrictions.
- This is added to the CIP as project FY10-04C and is funded by sales tax. Estimated cost of the levee assessment is \$248,000.

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

FY10-04C
LEVEE ASSESSMENT &
WORK PLAN



**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STUDY AND REPORT PHASE
PROFESSIONAL SERVICES**

Prepared by
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

And

Amended By

JEO CONSULTING GROUP, INC.

Copyright ©1996 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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Date Prepared May 8, 2009

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STUDY AND REPORT PHASE
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July , 2009 ("Effective Date") between
City of Council Bluffs, Iowa ("OWNER") and
JEO Consulting Group, Inc. ("ENGINEER").
OWNER retains ENGINEER to perform professional services, in connection with see Attachment "1" to
Exhibit "SR-A" ("Assignment").
OWNER and ENGINEER, in consideration of their mutual covenants as set forth herein agree as
follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the services set forth herein and in Exhibit SR-A.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services as set forth in Exhibit SR-A.
- C. If authorized in writing by OWNER, and agreed to by ENGINEER, services beyond the scope of this Agreement will be performed by ENGINEER for additional compensation. It is anticipated that the scope for additional services for future project phases will be negotiated with JEO Consulting Group, Inc. without going through an additional selection process. Additional work not covered under the original scope of this agreement will be mutually agreed to in writing.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. OWNER shall have the responsibilities set forth herein and in Exhibit SR-A.
- B. If no effective date is indicated on Page 1 of the agreement, then the effective date is the date the last party signs and delivers the agreement to the other party.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

- 3.01 ENGINEER's services will be performed within the time period or by the date stated in Exhibit SR-A.
- 3.02 If ENGINEER's services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER

- A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:
 1. Consultant will provide the services for the lump sum fee amount of \$———. The Engineer agrees that the total charges for the Basic Services as listed in Exhibit SR-A shall not exceed \$——— provided that the scope of services does not change from this original agreement.
 2. Appropriate amounts are incorporated in the Lump Sum to account for labor, overhead, profit, Reimbursable Expenses, and ENGINEER's Consultants' charges, if any.
 3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to Lump Sum amount.

4.02 Other Provisions Concerning Payments

- A. *Estimated Compensation Amounts:*
 1. ENGINEER's estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining

services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed.

B. *Adjustments:*

1. ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit SR-A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of ENGINEER, the total compensation to ENGINEER shall be appropriately adjusted.
2. If used, the Standard Hourly Rate Schedule and Reimbursable Expenses Schedule will be adjusted from time to time to reflect equitable changes to the compensation payable to ENGINEER.

C. *For Additional Services:* OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by OWNER.

ARTICLE 5 – DESIGNATED REPRESENTATIVES

- 5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

ARTICLE 6 – CONTENT OF AGREEMENT

- 6.01 The following Exhibits are incorporated herein by reference:
- A. Exhibit SR-A, "Further Descriptions of Services, Responsibilities, Time, and Related Matters" consisting of 1 page(s).
 1. Attachment "1" to Exhibit SR-A, consisting of 6 page(s).
 - B. Exhibit SR-B, "Standard Terms and Conditions," consisting of 4 page(s).
 - C. Exhibit SR-C, "Standard Hourly Rates," consisting of 1 page(s).
- 6.02 Total Agreement
- A. This Agreement (consisting of pages 1 to 4 inclusive, together with the Exhibits identified in paragraph 6.01) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: Tom Hanafan

Title: Mayor

Date Signed: _____

Address for giving notices:

City of Council Bluffs

209 Pearl Street

Council Bluffs, IA 51503

Designated Representative (paragraph 6.02.A):

By: Ron Neal, P.E.

Title: City Engineer

Phone Number: (712) 328-4635

Facsimile Number: (712) 322-3418

E-Mail Address: rmeal@councilbluffs-ia.gov

Attest: _____

By: Judith Ridgeley

Title: City Clerk

By: Lalit Jha, PE/CFM

Title: Vice President

Date Signed: _____

Address for giving notices:

142 W. 11th St.

P.O. Box 207

Wahoo, NE 68066

Designated Representative (paragraph 6.02.A):

By: Mark Augustine, P.E.

Title: Project Manager

Phone Number: (402) 934-3680

Facsimile Number: (402) 934-3681

E-Mail Address: maugustine@jeo.com

This is **EXHIBIT SR-A**, consisting of 1 page.

Further Description of Services, Responsibilities, Time and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A1.01 Study and Report Phase

- A. ENGINEER shall:
 - 1. See attachment "1" to Exhibit SR-A.
- B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the Final Report have been delivered to OWNER.

A2.01 OWNER's Responsibilities

- A. OWNER shall do the following in a timely manner, so as not to delay the services of ENGINEER:
 - 1. Provide all criteria and full information as to OWNER's requirements for the Assignment.
 - 2. Furnish to ENGINEER all existing studies, reports, survey and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others as required for the performance of ENGINEER's services.
- B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.
- C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A2.01.

This is EXHIBIT SR-B, consisting of 4 pages.

Standard Terms and Conditions

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

6.01.B Standard Terms and Conditions

- A. **Standard of Care:** The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. **Independent Contractor:** All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
- C. **Payments to ENGINEER:** Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses with thirty (30) days after receipt of ENGINEER's invoice thereof, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.
- D. **Insurance:** ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.
- E. **Indemnification and Allocation of Risk:**
 - 1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.
 - 2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or

OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages, and expenses caused in part by negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph B.601.B.5.b. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (ii) nothing in this paragraph B.601.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.
- F. Termination of Contract: Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to Engineer all amounts owing the ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
- G. Access: OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- H. Hazardous Environmental Conditions: It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become and "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.
- I. Patents: ENGINEER shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising there from. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patent or copyrights.
- J. Ownership and Reuse of Documents: All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER and

OWNER shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.

K. Use of Electronic Media:

1. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types are furnished by ENGINEER to OWNER are only for conveniences of OWNER. Any conclusion information obtained or derived from such electronic files will be at the user's sole risk.
2. When transferring documents in electronic media format, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Assignment.
3. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
4. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within sixty (60) day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

L. Opinions of Probable Construction Cost:

1. Construction Cost is the cost to OWNER to construct proposed facilities. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with OWNER's contemplated project, or the cost of other services to be provided by others to OWNER pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.
2. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

M. Opinion of Total Project Costs:

1. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and OWNER's cost for legal,

accounting, insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to OWNER pursuant to this Agreement.

2. ENGINEER's assumes no responsibility for the accuracy of opinions of Total Project Costs.
- N. Force Majeure: ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.
 - O. Assignment: Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
 - P. Binding Effect: This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
 - Q. Severability and Waiver of Provisions: Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agreed that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
 - R. Survival: All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason.
 - S. Headings: The headings used in this Agreement are for general reference only and do not have special significance.
 - T. Controlling Law: This Agreement is to be governed by the law of the state in which the ENGINEER's principal office is located.
 - U. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

This is **EXHIBIT SR-C** consisting of 1 pages.

Standard hourly Rates Schedule

Standard Hourly Rates are subject to periodic review and adjustment. Hourly rates for services in effect on the day of the Agreement are:

**EXHIBIT "SR-C"
JEO HOURLY RATE SCHEDULE**

Project Managers:	\$120.00	-	\$159.00
Project Engineers:	\$95.00	-	\$110.00
Project Engineers (E.I.T.):	\$64.00	-	\$87.00
Engineering/Surveying/ Architectural/Planning Technicians:	\$60.00	-	\$90.00
Office/Administrative:	\$64.00	-	\$74.00
Principals:			\$180.00
GIS Mapping:	\$60.00	-	\$90.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are overhead expenses that are included in our hourly rates and fee.

RESOLUTION
NO 09-206

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
JEO CONSULTING GROUP, INC. FOR ENGINEERING SERVICES
IN CONNECTION WITH THE
LEVEE ASSESSMENT AND ACTION PLAN
FY10-04C**

WHEREAS, the city wishes to make improvements known as the
Levee Assessment and Action Plan, within the city, as therein
described; and

WHEREAS, JEO Consulting Group, Inc. has submitted an agreement
to provide engineering services for the work necessary for
said improvements; and

WHEREAS, the city council deems approval of said agreement to be
in the best interest of the City of Council Bluffs.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with
JEO Consulting Group for engineering services relative to the Levee Assessment and Action
Plan.

ADOPTED
AND
APPROVED

July 13, 2009

Scott A. Belt, Mayor Pro-tem

ATTEST:

Richard B. Wade, Acting City Clerk

Council Communication

Department/Applicant: Finance Department / IT Division Case No. – N/A	Resolution No. <u>09 –207</u>	City Council: July 13, 2009
<div style="text-align: center;">Subject/Title</div> Request to adopt resolution regarding implementation of an automated City Time and Attendance system.		
<div style="text-align: center;">Background</div> The City received a grant from the Iowa West Foundation for City Cost Center Benchmarking. The City planned to use part of the grant to automate time card entry to the MUNIS payroll process and improve the City's labor reporting capabilities. The Public Library expressed interest in using the same system as the City employs. After a review of vendors with considerable experience and expertise in handling pay rules specific to municipality time and attendance systems and after reviewing the costs associated with each system, Staff recommends utilizing the Stromberg solution.		
<div style="text-align: center;">Recommendation</div> Adoption of the resolution.		
Attachments: Resolution Prepared By: Richard Scotter, Finance Department, IT Division		

KRONOS Pricing Breakdown	Cost
--------------------------	------

System and Terminal Hardware (+ year 1 maintenance)		\$57,991.77
Services		\$40,000.00
Training		\$5,683.50
	total	\$103,675.27

Maintenance

Maintenance for Year 2	guaranteed maximum	\$10,568.24
Maintenance for Year 3	guaranteed maximum	\$10,990.97
Maintenance for Year 4	minimum expected	\$10,990.97
Maintenance for Year 5	minimum expected	\$10,990.97

Minimum Expected total cost after 5 years **\$147,216.42**

Stromberg Pricing Breakdown	Cost
-----------------------------	------

Software		\$26,367.00
Terminal Hardware		\$18,553.50
Implementation Services		\$9,775.00
Annual Maintenance		\$9,296.25
	total	\$63,991.75

Maintenance

Maintenance for Year 2	if purchased with system	\$9,296.25
Maintenance for Year 3	if purchased with system	\$9,296.25
Maintenance for Year 4	if purchased with system	\$9,296.25
Maintenance for Year 5	if purchased with system	\$9,296.25

Total cost with five years maintenance if purchased together **\$101,176.75**

TMS Pricing Breakdown	Cost
-----------------------	------

Licenses for Employees and 85 supervisors		\$25,280.00
Terminal hardware		\$10,360.00
Software and modules		\$16,904.00
Programming, Installation, and Training		\$7,150.00
First year's system maintenance		\$10,032.00
	total	\$69,726.00

Maintenance

Maintenance for Year 2	if purchased with system	\$10,032.00
Maintenance for Year 3	if purchased with system	\$10,032.00
Maintenance for Year 4	if purchased with system	\$10,032.00
Maintenance for Year 5	if purchased with system	\$10,032.00

Total cost with five years maintenance if purchased together **\$109,854.00**

Time and Attendance System Vendor Evaluation Matrix Details

System Cost

The proposed system cost and first year of maintenance for each system (not including server hardware and licensing) is \$103,675.27 for the KRONOS solution, 63,991.75 for the Stromberg solution, and 69,726.00 for the Time Management Systems (TMS) solution. KRONOS offered a server hardware and license quote for a pre-built solution; the other vendors declined to provide a ready-built server, stating the City of Council Bluffs could get the licensing at a better price than they could provide.

Annual Maintenance Terms

The KRONOS solution terms stated the initial two renewal years would not increase by more than 4% over the prior year's annual support. The KRONOS solution also was limited in that the "ready-built" server hardware was limited to a three-year warranty and we would need to contact Dell to extend the warranty; when initially purchasing a server, the price for maintenance in years four and five are much lower than if purchased later. Both Stromberg and TMS allowed the pre-purchase of the first five years of support at the cost of five times the initial year's support cost.

Software Upgrades

KRONOS and TMS provide upgrades to software for the current release version as long as the City pays the appropriate software maintenance. KRONOS will perform the software upgrade every other software point release; however, new feature configuration or training are an additional expense. Stromberg states they do not have a software version limitation and will provide free software upgrades as long as the City is on software maintenance.

Existing Customer base includes Municipalities (with PD and FD Served) and MUNIS

All three vendors provide their services to municipalities with police and fire departments. KRONOS and Stromberg currently have municipalities using the Munis financial system.

Server Configuration

The KRONOS solution offered a separate quotation through immixTechnology for an additional \$13,057.00 (to the base KRONOS quote) for a pre-configured server, database licenses, remote installation, and the first year's maintenance. Neither the Stromberg nor TMS systems included a separate pre-configured server bundle to their products; therefore, IT would need to acquire and configure the server if the City selected the Stromberg or TMS solution.

(continued on other side)

Guaranteed Maximum Cost for Installation Services

All three vendors reviewed the City policies and procedures. Both Stromberg and TMS guaranteed they would complete the implementation at no additional implementation costs in case they underestimated the number of hours for their team to perform the software implementation.

Web-based entry of Time Punches and Vacation Requests

All three vendors provide web-based entry of time card punches as well as vacation requests. The supervisor can approve or disapprove the requests using the web-based tool.

Biometric Entry

All three vendors provide punch terminals with biometric technology to prevent “buddy-punching.” Should the initial estimate of terminals be insufficient, all three vendors will allow purchases of additional terminals at the same cost of the initial terminals purchased for one year.

Time and Attendance System Vendor Evaluation Matrix										
ALTERNATIVES	FACTORS								Final Rating	
	Relative Importance (Weight)=>	System Cost	Annual Maintenance Terms	Software Upgrades	Existing Customer base includes Municipalities (with PD and FD Served) and MUNIS	Server Configuration	Guaranteed Maximum Cost for Installation Services	Web-based entry of Time Punches and Vacation Requests	Biometric Entry	
Alternatives										
A) Kronos		3	3	3	5	4	3	5	5	3.57
B) Stromberg		4	4	5	5	3	5	5	5	4.35
C) Time Management Systems		4	4	4	4	3	5	5	5	4.09

SCALE=>	
5 = High	
4 = Middle to High	
3 = Middle	
2 = Low to Middle	
1 = Low	

RESOLUTION NO. 09-207

A RESOLUTION REGARDING IMPLEMENTATION OF
AN AUTOMATED CITY TIME AND ATTENDANCE SYSTEM

WHEREAS, the City received a grant from the Iowa West Foundation for City Cost Center Benchmarking; and

WHEREAS, the City planned to use part of the grant to automate time card entry to the MUNIS payroll process and improve the City's labor reporting capabilities; and

WHEREAS, the Public Library expressed interest in using the same system as the City employs; and

WHEREAS, after a review of vendors with considerable experience and expertise in handling pay rules specific to municipality time and attendance systems and after reviewing the costs associated with each system, Staff recommends utilizing the Stromberg solution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL BY THE CITY OF COUNCIL BLUFFS, IOWA AS FOLLOWS:

The City hereby expresses its intent to enter into contracts and agreements with Stromberg for their Time and Attendance system.

ADOPTED

AND

APPROVED: July 13, 2009

Scott A. Belt, Mayor Pro-tem

ATTEST:

Richard B. Wade, Acting City Clerk

COUNCIL COMMUNICATION

Department: Public Works Ordinance No. _____ First Reading July 13, 2009
Case/Project No.: FY10-05C Resolution No. 09-209
Applicant: Greg Reeder, Public Works Director

SUBJECT/TITLE

Consideration of a resolution authorizing the Mayor to execute an agreement with Google, Inc. for temporary easement in connection with So. 11th Street Storm Sewer / US 275 to 32nd Avenue. Project #FY10-05C.

BACKGROUND/DISCUSSION

- Requires a temporary easement for construction of proposed storm sewer on So. 11th Street.
- The temporary easement will require relocation of Google's security fence. The security fence will remain relocated to facilitate any future maintenance of the storm sewer.
- The city has an agreement to reimburse Google \$21,000 for the relocation of the Security Fence.

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Easement Agreement") is entered into this 30 day of June, 2009, by and between Tetra, LLC, a Delaware limited liability company ("Grantor") and the City of Council Bluffs, an Iowa municipal corporation ("Grantee"). Grantor and Grantee are sometimes referred to below in this Easement Agreement as the "Parties."

RECITALS:

- A. Grantee plans to construct and install a large underground storm sewer pipe within the existing right of way of 11th Street in the City of Council Bluffs, Iowa adjoining Grantor's property ("Project").
- B. Construction of the Project will require that an approximately ten (10) foot wide area of Grantor's property adjoining 11th Street be utilized for the movement of construction equipment and other construction related activities.
- C. Grantor is willing to grant a temporary construction easement to Grantee to accommodate construction of the Project, subject to certain terms and conditions as set forth below in this Easement Agreement.

NOW, THEREFORE, the Parties, in consideration of the payment by Grantee to Grantor of Twenty One Thousand and Three Hundred Dollars (\$21,300) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agree as follows:

1. GRANT OF EASEMENT.

Grantor grants and conveys to Grantee a temporary construction easement ("Easement") over, through, and across the real estate described in the attached Exhibit "A" which is located in a portion of Lot 1 in Manawa Commerce Center Subdivision, an official plat, now included in and forming a part of the City of Council Bluffs, Pottawattamie County, Iowa ("Easement Area"). The grant of the Easement is for the sole purpose of allowing Grantee, as well as its employees, contractors, subcontractors and other personnel authorized by Grantee, to conduct construction-related activities regarding the Project within the Easement Area, all in compliance with applicable Federal, State, and local laws, and in accordance with the terms of this Easement Agreement. No portion of the storm sewer pipe or appurtenances shall be installed or located within the Easement Area but shall be installed and located entirely within the existing City right of way of 11th Street adjoining Grantor's property.

2. TERM OF EASEMENT.

This Easement Agreement shall be temporary and shall be effective as of the day, month, and year first above written and shall automatically expire upon completion of the Project and acceptance by Grantee or December 31, 2010, whichever occurs first; provided, however, that the termination date may be extended by mutual written agreement of the Parties for a reasonable period of time if the Project is delayed, which extension shall not be unreasonably denied by Grantor.

It is agreed and understood that the Grantee may from time to time request the same temporary easement for maintenance and repairs of the described Storm Sewer, for a reasonable and limited duration, and Grantor agrees that such request will not be unreasonably withheld and will be granted at a nominal cost of one dollar (\$1.00), although Grantee will be subject to the same or similar terms and conditions of this Agreement. The nominal consideration does not in any way absolve Grantee from its responsibility to restore the Easement Area to its previous state prior to completion of the work or the expiration of the Easement Agreement, or to reimburse Grantor for damages done to Grantor's property, if any.

3. FENCE RELOCATION.

In connection with the construction activities by Grantee within the Easement Area, it will be necessary to remove and relocate an existing chain link fence which was constructed by Grantor for security purposes. Grantor shall be responsible for the removal and relocation of the existing chain link fence within the Easement Area, subject to the following terms and conditions:

- A. The location of the relocated fence shall be at Grantor's discretion except that no part of the relocated fence shall be within the Easement Area.
- B. The existing fence within the Easement Area shall be removed by Grantor no later than August 1, 2009.
- C. The cost of materials, labor, and all associated costs of relocating Grantor's fence shall be paid entirely by Grantor.

4. MAINTENANCE.

Grantee shall be solely responsible at its cost to maintain the Easement Area during the term of this Easement Agreement except for the relocation of Grantor's fence as described above in paragraph 3. Prior to completion of the Project or expiration of this Easement Agreement, Grantee shall remove all materials, facilities or equipment from the Easement Area and shall reasonably restore the Easement Area and any other area of Grantor's property disturbed by Grantee to its original condition and grade, including seeding with fertilizer and mulch.

5. **ACCESS.**

Grantee shall have a right of reasonable access to the Easement Area over, through and across Grantor's property from the location of the relocated security fence described above in paragraph 3 east to the 11th Street right-of-way but shall not have a right of access over any other portion of Grantor's property.

6. **INDEMNIFICATION.**

Each Party (the "Indemnifying Party") shall indemnify, defend and hold the other Party (the "Indemnified Party") harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses of all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) of the Indemnifying Party and third parties, including but not limited to the Indemnifying Party's employees, agents, contractors and invitees, to the extent arising out of or in any way related to the Indemnifying Party's or its agent's contractor's, employee's or invitee's negligence, acts, omissions, willful misconduct, or the failure of such Indemnifying Party to comply with the provisions of this Easement Agreement. Each Party shall give the other Party prompt and timely notice of any claim made, or suit or action commenced, which could result in indemnification hereunder. Notwithstanding the preceding, however, the Parties hereby waive any and all rights of recovery, claim, or cause of action against the other, its agents, contractors and employees, for any loss or damage that may occur to its property or for any loss of income or for business interruption by reason of fire, the elements, or any other cause which is insured against under the terms of a standard fire and extended casualty insurance policy, regardless of cause or origin, or because of the negligent acts or omissions of the other Party, its agents, contractors and employees, and a Party's insurer shall not hold any right of subrogation against the other Party for the right to recover for any loss or damage waived herein. The indemnification obligations of the Parties under this paragraph 6 shall survive expiration or termination of this Easement Agreement.

This Easement Agreement has been entered into as of the day, month and year first above written.

GRANTOR:

Tetra, LLC, a Delaware limited liability company

By: *Ora Mabil*
Title: Manager



GRANTEE:

City of Council Bluffs, an Iowa municipal corporation

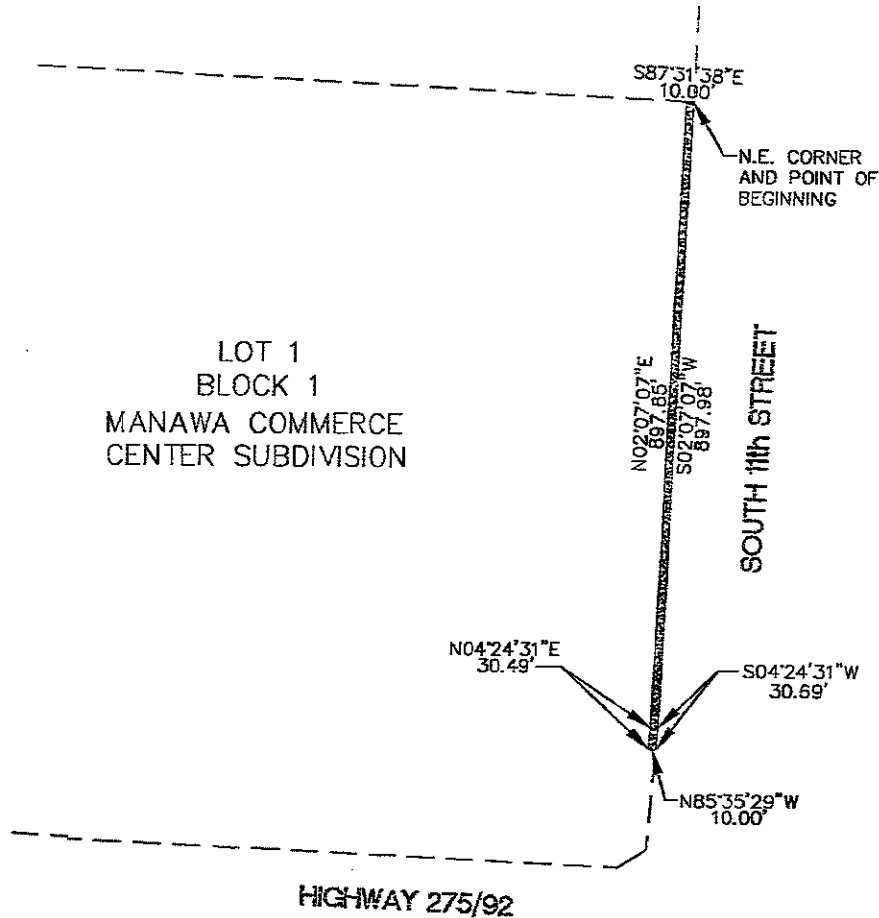
By: Sharon W. Rehn
Title: Public Works Director

PROJECT NO. 15029
SOUTH 11TH STREET
STORM SEWER

EXHIBIT "A"
ACQUISITION PLAT

PAGE 1 OF 1
PARCEL NO. 1

ACQUIRED FROM _____ TETRA, L.L.C.



LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1 IN BLOCK 1 OF THE MANAWA COMMERCE CENTER SUBDIVISION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1;

THENCE ALONG THE EAST LINE OF SAID LOT 1, SOUTH 02 DEGREES 07 MINUTES 07 SECONDS WEST, 897.98 FEET;

THENCE SOUTH 04 DEGREES 24 MINUTES 31 SECONDS WEST, 30.69 FEET;

THENCE NORTH 85 DEGREES 35 MINUTES 29 SECONDS WEST, 10.00 FEET;

THENCE NORTH 04 DEGREES 24 MINUTES 31 SECONDS EAST, 30.49 FEET;

THENCE NORTH 02 DEGREES 07 MINUTES 07 SECONDS EAST, 897.85 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 1;

THENCE ALONG SAID NORTH LINE, SOUTH 87 DEGREES 31 MINUTES 38 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 9,284 SQUARE FEET (0.21 ACRE), MORE OR LESS.

	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.	
	<u>Melvin G. Samples</u>	<u>5-26-09</u>
	MELVIN G. SAMPLES	DATE
	License Number <u>10568</u>	
	My license renewal date is December 31, <u>2010</u>	
Pages or sheets covered by this book: <u>SHEET 1 OF 1</u>		

POTTAWATTAMIE COUNTY

PROJECT NO. 15029-005

CONTRACT DATED _____
CONSIDERATION \$ _____
MANAWA COMMERCE CENTER SUB. TEMPORARY EASEMENT 9,284 s.f. ACQUIRED BY _____
LOT(S) 1 BLOCK(S) 1 SUBDIVISION 1 LAND ACQUISITION s.f.



RESOLUTION NO. 09-209

A RESOLUTION AUTHORIZING ACQUISITION OF A TEMPORARY CONSTRUCTION
EASEMENT FROM TETRA, LLC.

WHEREAS, the City plans to construct and install a large underground storm sewer pipe within the existing right of way of 11th Street adjoining property owned by Tetra, LLC; and

WHEREAS, this project will require that an approximately 10 ft. wide area of Tetra's property be utilized for various construction activities and Tetra has agreed to grant a temporary construction easement under the terms and conditions set forth in the easement agreement document attached hereto; and

WHEREAS, it is in the best interest of the City to acquire said easement.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the City Council authorizes the acquisition of a temporary construction easement from Tetra, LLC, under the terms and conditions of the attached Temporary Construction Easement Agreement.

ADOPTED
AND
APPROVED July 13, 2009

Scott A. Belt, Mayor Pro Tem

ATTEST: _____
Richard B. Wade, Acting City Clerk

Memo

To: Members of City Council

From: Mayor Tom Hanafan

Date: June 25, 2009

Re: Appointments for July 6, 2009 City Council Meeting

With City Council concurrence, I would like to make the following appointments:

Community Development Advisory Committee

Appoint Mary Laustrup at 351 Woodland Dr, with term expiring on December 31, 2009.

RETURN TO: CITY OF COUNCIL BLUFFS, IOWA
ATTN: CITY LEGAL DEPARTMENT
OR CITY CLERK
209 PEARL STREET
COUNCIL BLUFFS, IA 51503

CITY CLAIM NO. _____

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Pat Higgins DAY PHONE: 402-689-0440
ADDRESS: 17707 Garrett Circle DATE: 12-07-68 SS# _____
DATE & TIME OF LOSS/ACCIDENT: April 21st 03:00 AM
LOCATION OF LOSS/ACCIDENT: 615 N. 23rd
DESCRIPTION OF LOSS/ACCIDENT: Door Kicked in, busted door completely through middle.

(USE BACK OF FORM IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 125.00

WITNESS(ES) (Name(s), Address(es), Phone No(s)) _____

WAS POLICE REPORT FILED ☒ YES ☐ NO

IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:

NA

HAVE YOU RESUMED NORMAL ACTIVITIES? ☒ YES ☐ NO

IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF PHOTOGRAPHS, ESTIMATES, INVOICES, AND ANY

OTHER RELEVANT INFORMATION: Front door was kicked in to remove person from premise

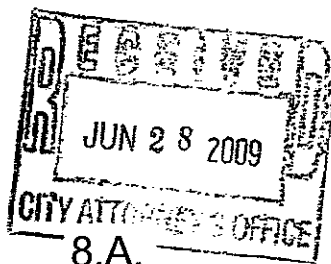
LIST INSURANCE PROVIDER AND COVERAGE: _____

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE: IT IS A FRAUDULENT PRACTICE PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE A FALSE CLAIM (SECTION 714.8(3), CODE OF IOWA)

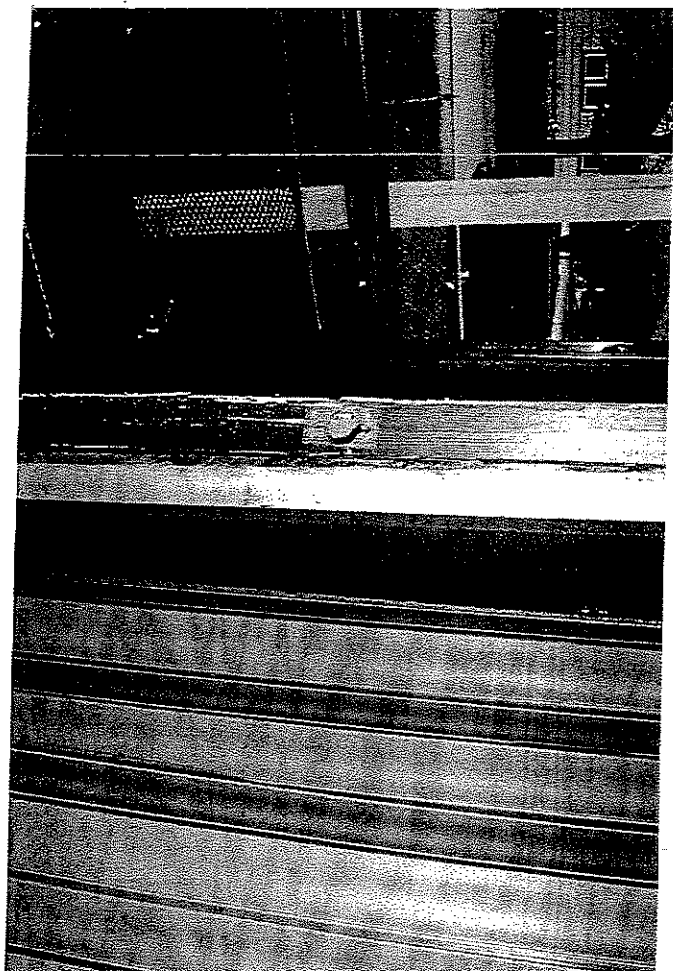
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DATE

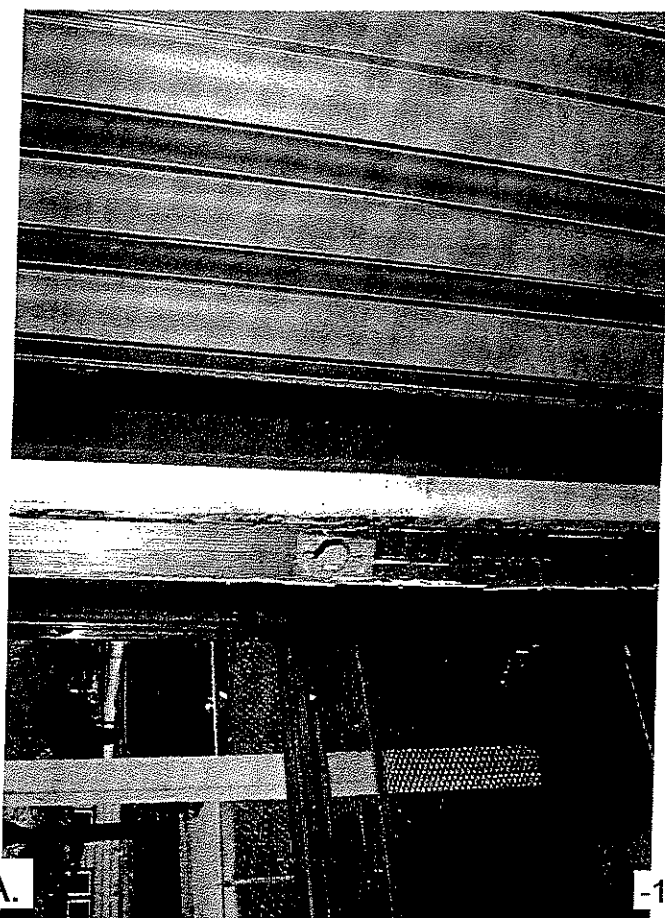
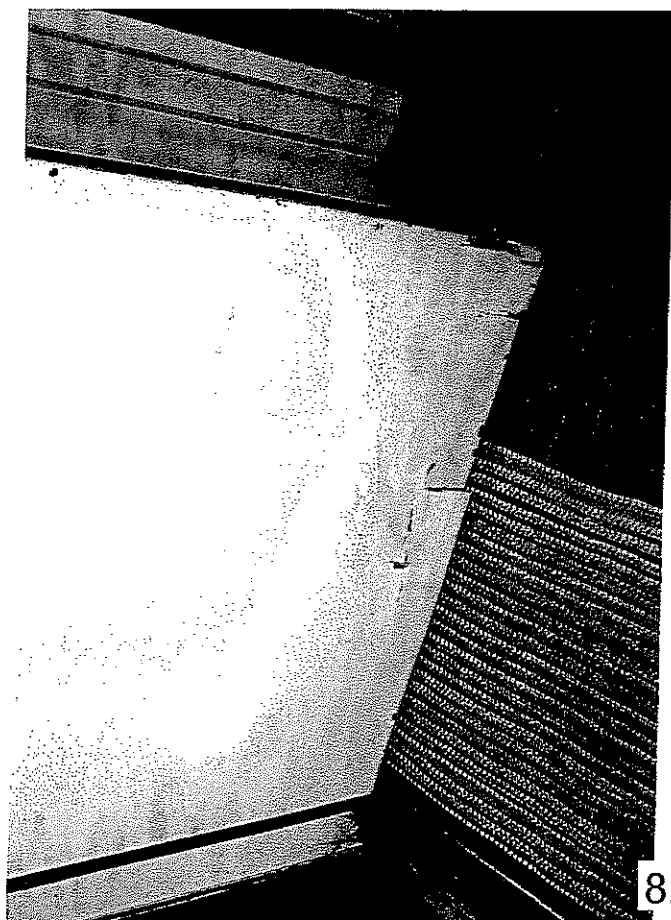
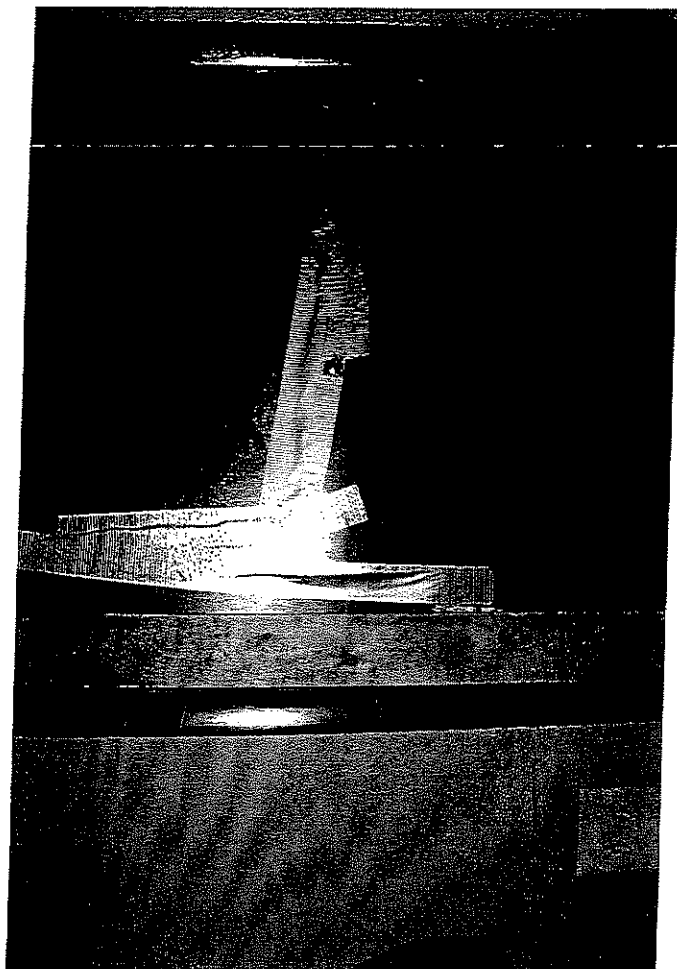
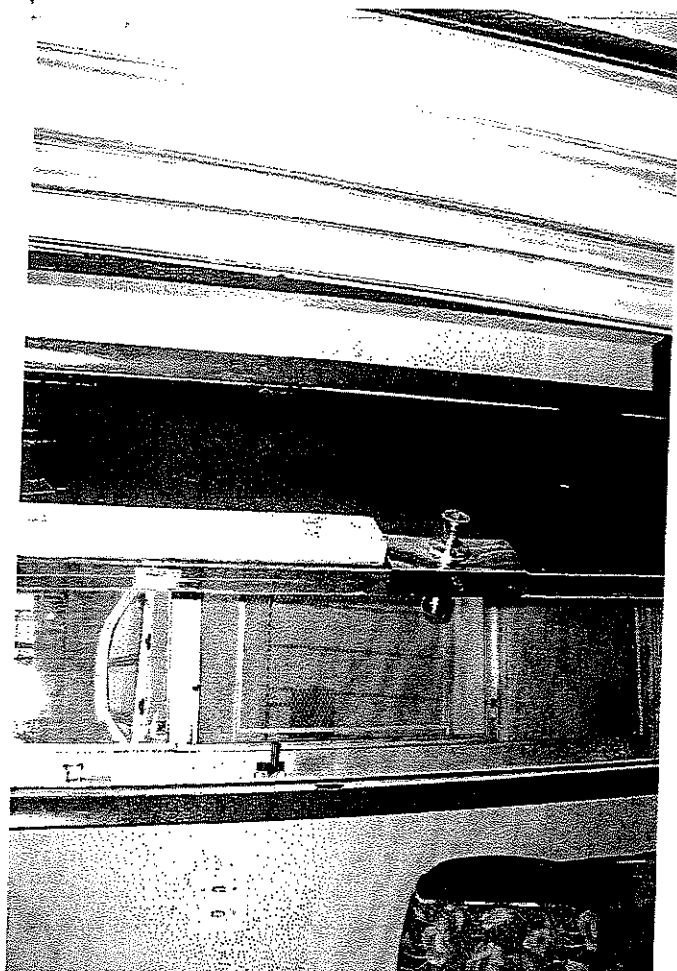
Pat Higgins
CLAIMANT'S SIGNATURE



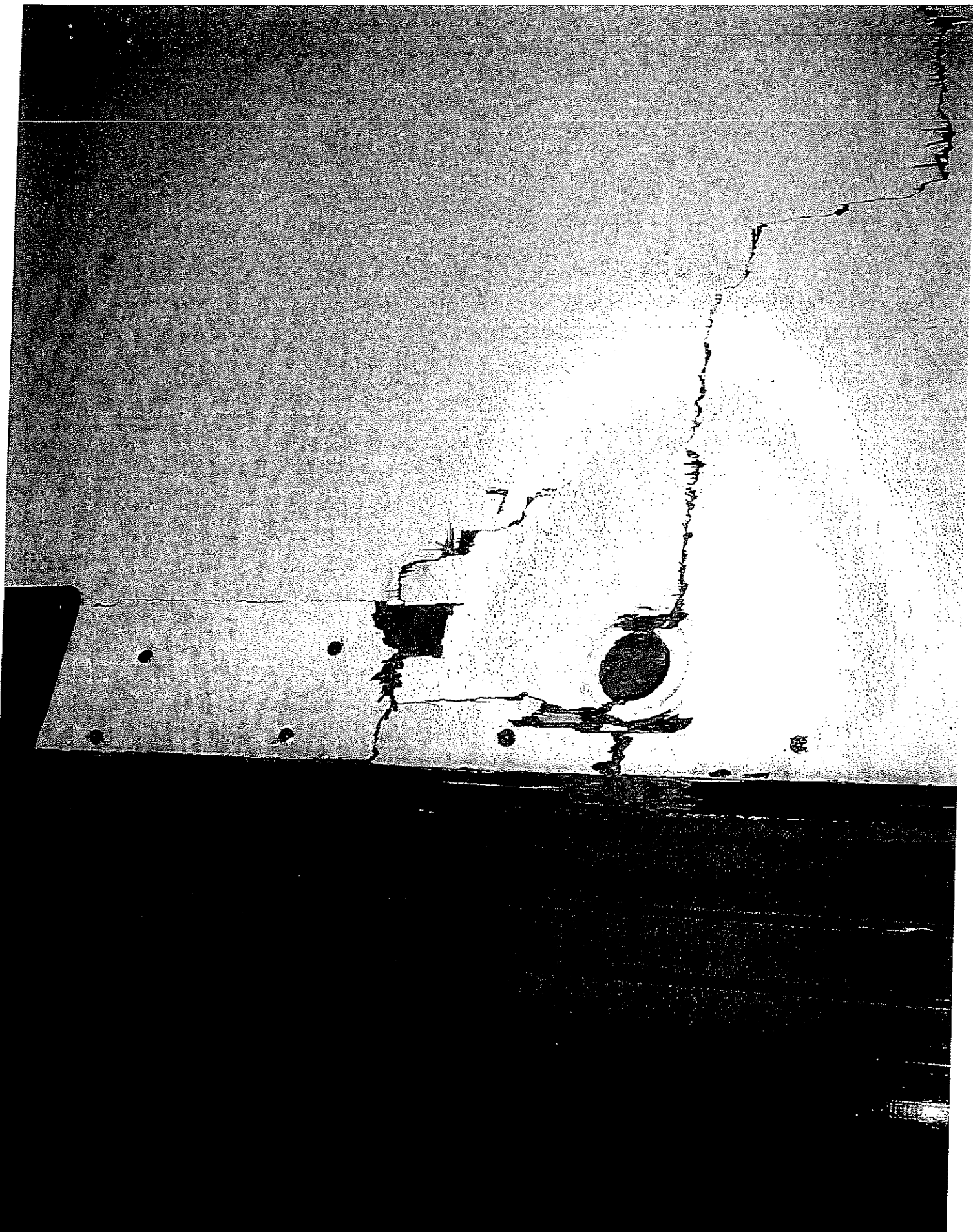
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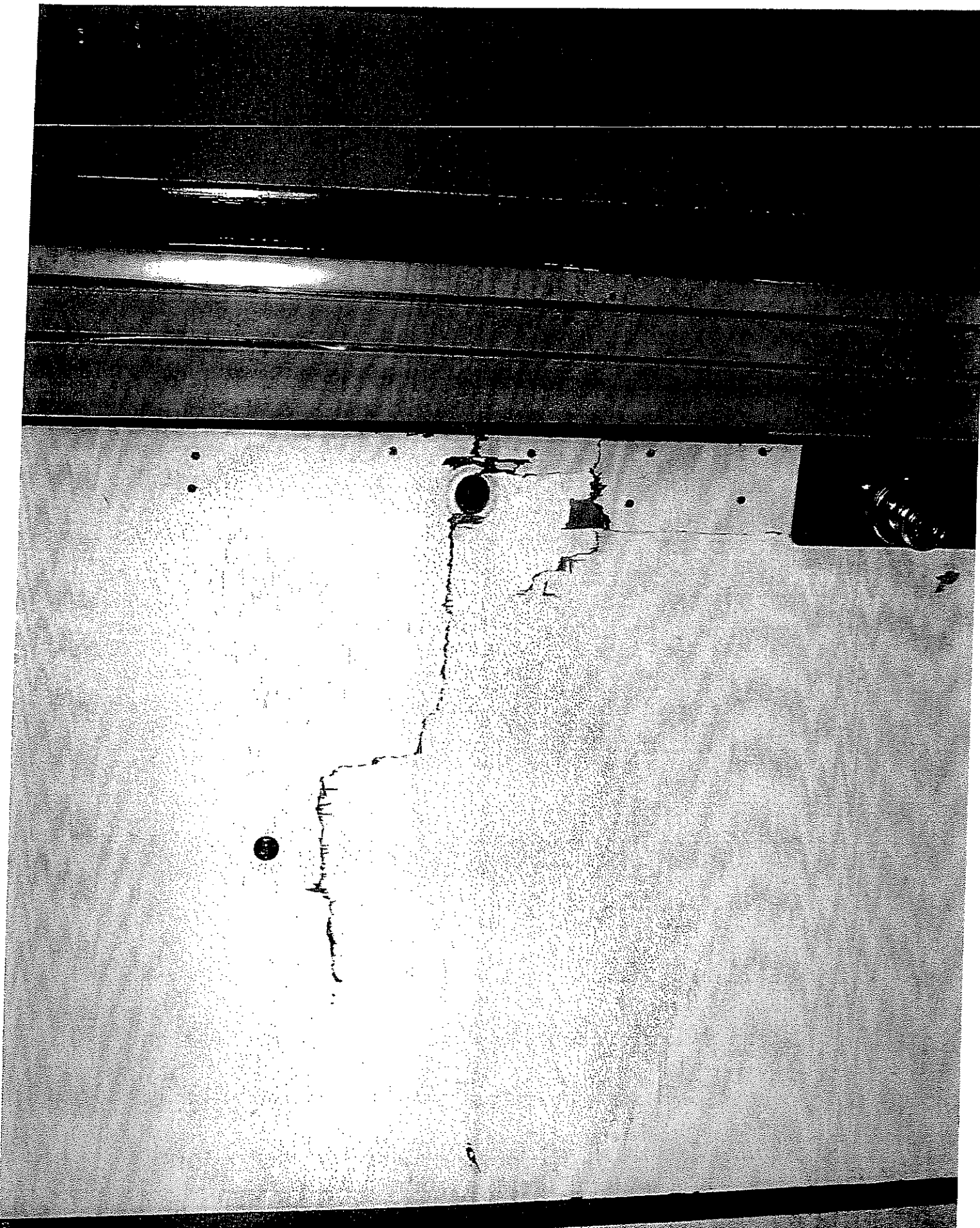
COUNCIL BLUFFS
CITY CLERK





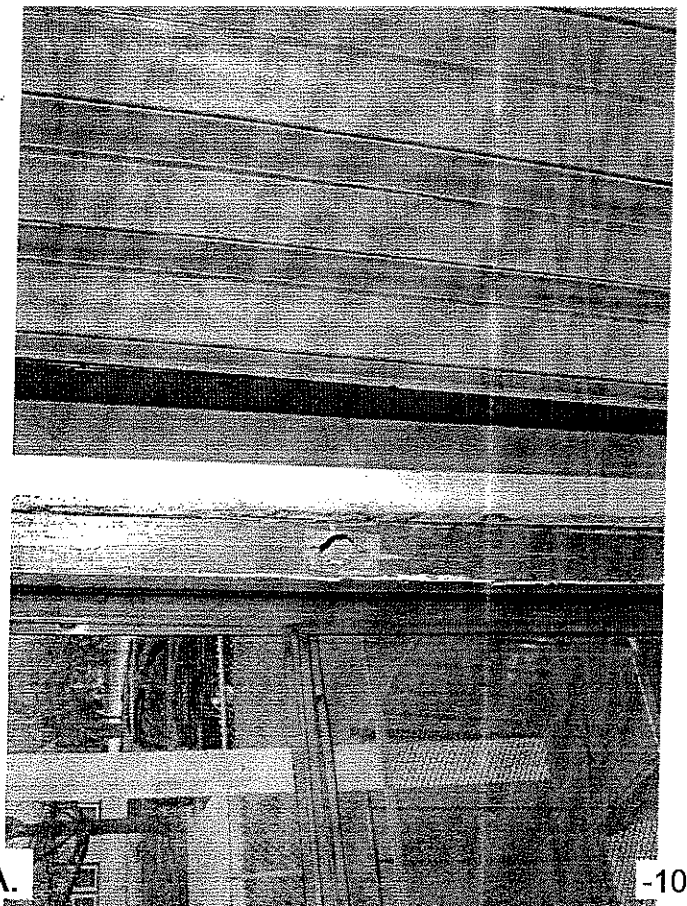
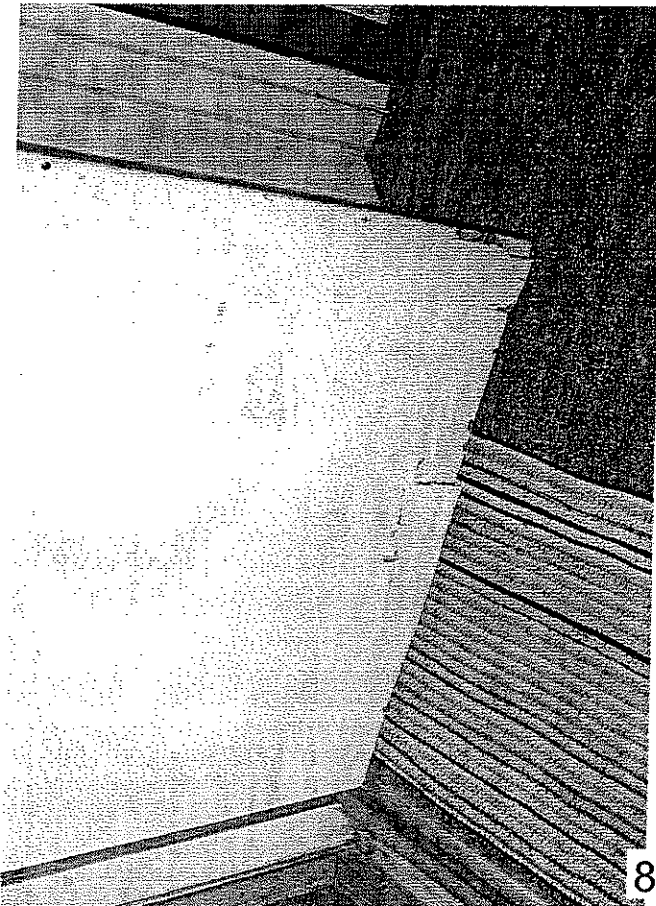
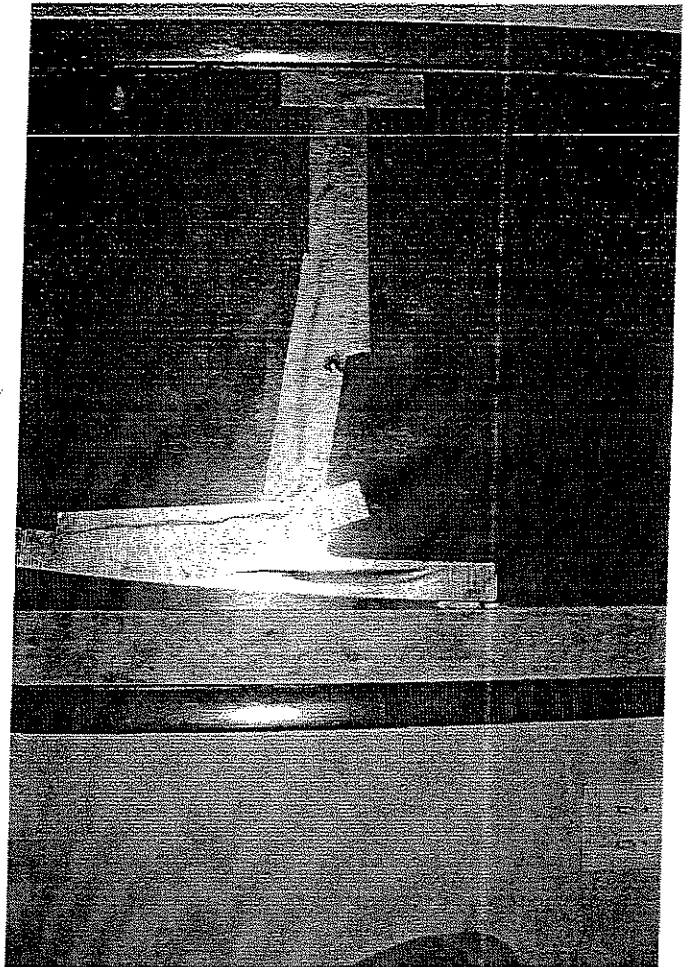
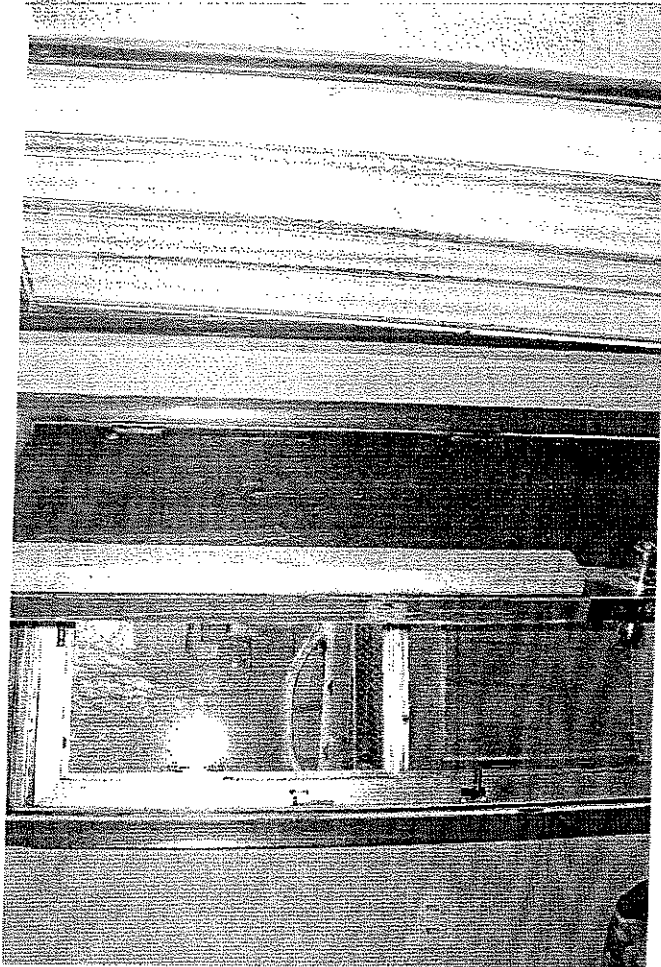
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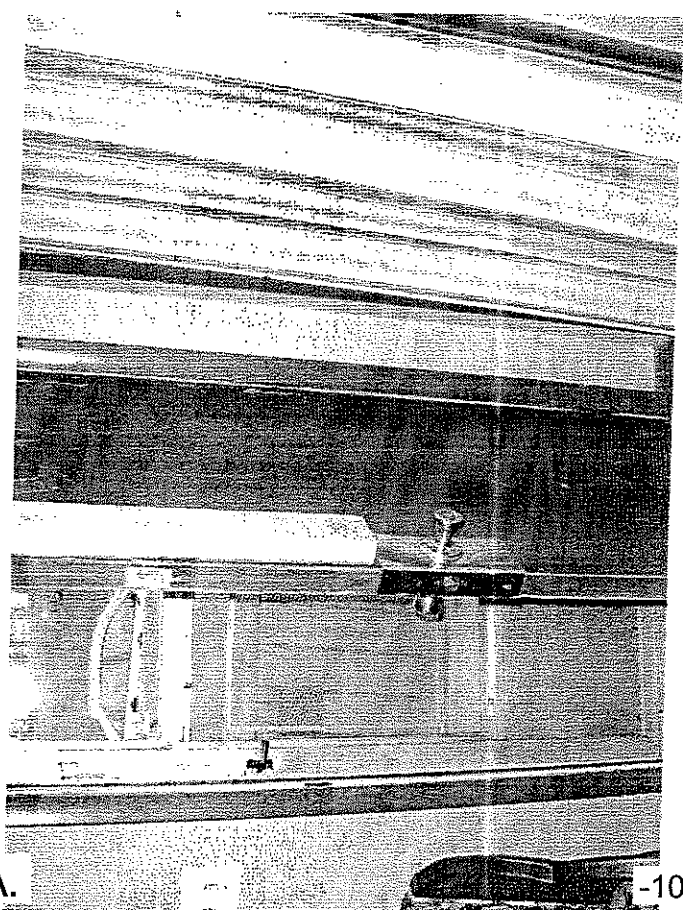
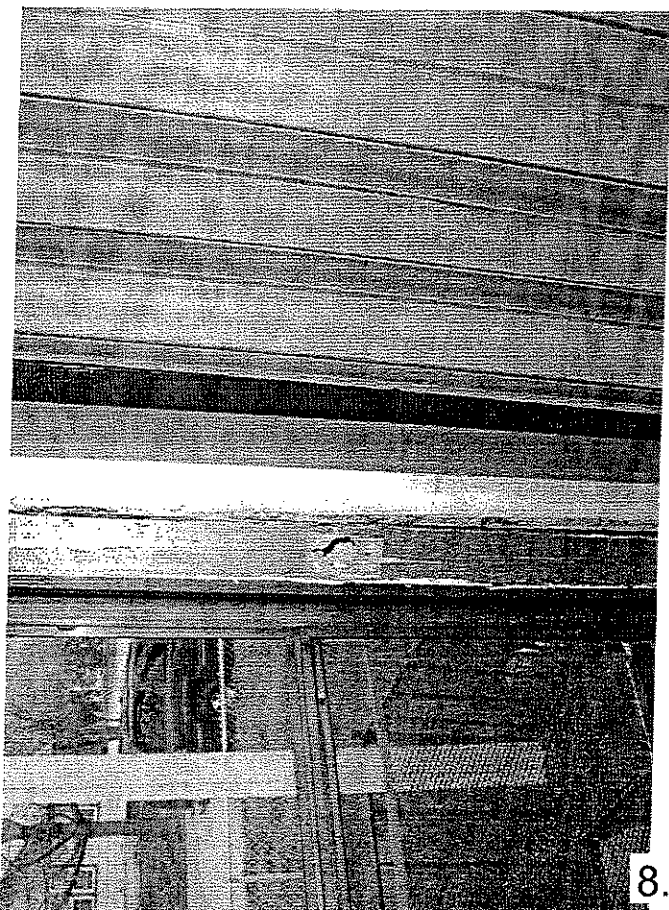




8.A.







8.A.

RETURN TO: CITY OF COUNCIL BLUFFS, IOWA
ATTN: CITY LEGAL DEPARTMENT
OR CITY CLERK
209 PEARL STREET
COUNCIL BLUFFS, IA 51503

CITY CLAIM NO. _____

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Progressive Northern Ins Co 9/3/0 McCoin Laura

ADDRESS: PO Box 49440 Cleveland OH 44101 DAY PHONE: 877-818-0139 ext. 37157

DATE & TIME OF LOSS/ACCIDENT: 5-25-2009 / 12:01 AM SS# N/A

LOCATION OF LOSS/ACCIDENT: North 4th Street Council Bluffs IA

DESCRIPTION OF LOSS/ACCIDENT: Our insured's vehicle was traveling on North 4th St,

when our insured's vehicle hit a pot hole in the middle of
City of Council Bluffs roadway and caused damage to our insured's
2007 Honda Accord EX to the rear passenger side fender. (USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 2,523.05

WITNESS(ES) (Name(s), Address(es), Phone No(s)): None

WAS POLICE REPORT FILED ☐ YES ☒ NO

IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:

HAVE YOU RESUMED NORMAL ACTIVITIES? ☐ YES ☐ NO

IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF PHOTOGRAPHS, ESTIMATES, INVOICES, AND ANY OTHER RELEVANT INFORMATION:

LIST INSURANCE PROVIDER AND COVERAGE: Progressive Northern Insurance Co.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE: IT IS A FRAUDULENT PRACTICE PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE A FALSE CLAIM (SECTION 714.8(3), CODE OF IOWA)

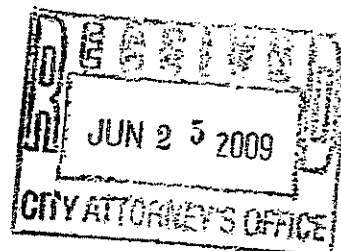
6-18-09
DATE

Lidjet Magarfor
CLAIMANT'S SIGNATURE

Progressive Northern Ins. Co.

COUNCIL BLUFFS
CITY CLERK

2009 JUN 25 P 2:32



NOTICE TO REDEEM FROM TAX SALE

TO: Michael L. Collins [deed holder]
Liberty Bank, F.S. B. [mortgagee]
Iowa Department of Revenue [tax lien holder]
City Clerk of Council Bluffs [city in which the property is located]
Pottawattamie County Auditor

Any and all person (s) in possession of the parcel hereinafter described.

All of the heirs, spouses, assignees, grantees, legatees, devisees, and successors in interest both known and unknown claimants claiming to have any recorded or unrecorded right, title, or interest in and to the parcel hereinafter described

YOU ARE HEREBY NOTIFIED that on the 18th day of June, A. D. 2007 the following described parcel of real estate, situated in Pottawattamie County, Iowa to – wit:

Lot 6 and the West half of the vacated West, North-South alley adjoining thereto, all in Block 28, Bayliss 3rd Addition to the City of Council Bluffs, Pottawattamie County, Iowa

Tax District: 000, Parcel No.: 000035039002649003000

Tax Sale Certificate No.: 07/0049

(2813 S. 11th St.)

was sold at the tax sale by the Treasurer of Pottawattamie County, for the then delinquent and unpaid taxes against the said real estate, that a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County, Iowa, pursuant to said tax sale, which Certificate is now lawfully held and owned by Onyx, L.L.C. and that the right of redemption will expire and a deed to the said real estate will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this Notice.

Dated this 8th day of June, 2009

Jolanta Bankowska

Jolanta Bankowska
Onyx, L.L.C. manager
750 Oakland Avenue # 202
Oakland, CA 94611

JUN 11 2009
CITY CLERK
COUNCIL BLUFFS
JUL - 1 P 2:57

NOTICE TO REDEEM FROM TAX SALE

CERT #: 2006-0309

Exhibit "A"

TO: ANY AND ALL ENTITIES AND/OR PERSON(S) IN POSSESSION OF THE
PARCEL HEREIN DESCRIBED

NELSON B. PHILLIPS
WALTER E. GRAY
CITY OF COUNCIL BLUFFS, IOWA
POTTAWATTAMIE COUNTY, IOWA
STATE OF IOWA (ATTORNEY GENERAL)
STATE OF IOWA (DEPT OF REVENUE & FINANCE)
STATE OF IOWA (DEPT OF HUMAN SERVICES)
UNKNOWN PARTIES IN INTEREST

All of the heirs, spouses, assignees, grantees, legatees, devisees and successors in interest, both known and unknown, and all claimants claiming to have any recorded or unrecorded right, title or interest in and to the parcel hereinafter described.

YOU ARE HEREBY NOTIFIED that on 6/19/2006 the following described property, situated in Pottawattamie County, Iowa, to wit:

Lots 28, 29, 30, and 31 in Block 3, Highland Place, an addition to the City of Council Bluffs, Iowa, located in Pottawattamie County, Iowa.

Parcel #: 000 035 363 012 678 000 000

(2110 Ave. F)

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the property, that a Certificate of Purchase was duly issued to TIGER 104 PARTNERSHIP by the County Treasurer of Pottawattamie County, Iowa pursuant to said tax sale, which certificate is now lawfully held and owned by TIGER 104 PARTNERSHIP that the right of redemption will expire and a deed for the said property will be made unless redemption from said tax sale is made within ninety (90) days from the completion of service of this notice.

Dated: 6/1/2009

TIGER 104 PARTNERSHIP

BY: 

Dennis D. Bloom, it's attorney
401 W. Coolbaugh St.
Red Oak, Ia. 51566

2009 JUL - 1 P 2:57

CITY CLERK
COUNCIL BLUFFS

NOTICE TO REDEEM FROM TAX SALE

CERT #: 2006-0610

Exhibit "A"

TO: ANY AND ALL ENTITIES AND/OR PERSON(S) IN POSSESSION OF THE
PARCEL HEREIN DESCRIBED

KARLEEN K. RISNER
TED R. HOMAN JR.
RANDY L. HOMAN
NATIONAL CITY BANK
NATIONAL CITY HOME LOAN SERVICES, INC
CITY OF COUNCIL BLUFFS, IOWA
POTTAWATTAMIE COUNTY, IOWA
STATE OF IOWA (ATTORNEY GENERAL)
STATE OF IOWA (DEPT OF REVENUE & FINANCE)
STATE OF IOWA (DEPT OF HUMAN SERVICES)
UNKNOWN PARTIES IN INTEREST

All of the heirs, spouses, assignees, grantees, legatees, devisees and successors in interest, both known and unknown, and all claimants claiming to have any recorded or unrecorded right, title or interest in and to the parcel hereinafter described.

YOU ARE HEREBY NOTIFIED that on 6/19/2006 the following described property, situated in Pottawattamie County, Iowa, to wit:

Lot 108 in Weaver's Third Addition, Section 3, a Suburban Subdivision located on part of Lot 2, Auditor's Subdivision of NE¼ NW¼; and part of Lot 1 Auditor's Subdivision of the SE¼ NW¼ and part of Lot 5 Auditor's Subdivision of NW¼ NE¼; and part of Lot 3 Auditor's Subdivision of SW¼ NE¼, all in Section 32, Township 75, Range 43, Pottawattamie County, Iowa.

Parcel #: 000 035 900 008 411 108 000 (100 Robin Rd.)

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the property, that a Certificate of Purchase was duly issued to TAX 115 PARTNERSHIP by the County Treasurer of Pottawattamie County, Iowa pursuant to said tax sale, which certificate is now lawfully held and owned by TAX 115 PARTNERSHIP that the right of redemption will expire and a deed for the said property will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this notice.

Dated: 6/1/2009

TAX 115 PARTNERSHIP

BY: 

Dennis D. Bloom, it's attorney
401 W. Coolbaugh
Red Oak, IA 51566

2009 JUL -1 P 2:57

COUNCIL BLUFFS
CITY CLERK

NOTICE TO REDEEM FROM TAX SALE

CERT #: 2006-0680

Exhibit "A"

TO: ANY AND ALL ENTITIES AND/OR PERSON(S) IN POSSESSION OF THE
PARCEL HEREIN DESCRIBED

GREGORY K. BALCOM
STANDARD FEDERAL BANK
BANK OF AMERICA f/k/a STANDARD FEDERAL BANK
VIRGINIA F. RUZICKA
NICOLE MARIE BALCOM
CITY OF COUNCIL BLUFFS, IOWA
POTTAWATTAMIE COUNTY, IOWA
STATE OF IOWA (ATTORNEY GENERAL)
STATE OF IOWA (DEPT OF REVENUE & FINANCE)
STATE OF IOWA (DEPT OF HUMAN SERVICES)
INTERNAL REVENUE SERVICE
UNKNOWN PARTIES IN INTEREST

All of the heirs, spouses, assignees, grantees, legatees, devisees and successors in interest, both known and unknown, and all claimants claiming to have any recorded or unrecorded right, title or interest in and to the parcel hereinafter described.

YOU ARE HEREBY NOTIFIED that on 6/19/2006 the following described property, situated in Pottawattamie County, Iowa, to wit:

Lot 16 and the South 4 ½ feet of Lot 17, and the West ½ of the vacated alley, in
Block 25, Manawa Park Addition, Council Bluffs, Pottawattamie County, Iowa.

Parcel #: 002 035 517 016 109 000 000 (4515 Navajo)

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the property, that a Certificate of Purchase was duly issued to TIGER 109 PARTNERSHIP by the County Treasurer of Pottawattamie County, Iowa pursuant to said tax sale, which certificate is now lawfully held and owned by TIGER 109 PARTNERSHIP that the right of redemption will expire and a deed for the said property will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this notice.

COUNCIL BLUFFS
CITY CLERK
2009 JUN 18 AM 11:50
Dated: 6/17/2009

TIGER 109 PARTNERSHIP

BY: 

Dennis D. Bloom, it's attorney
401 W. Coolbaugh St.
Red Oak, IA 51566

NOTICE TO REDEEM FROM TAX SALE

CERT #: 2006-0923

Exhibit "A"

TO: ANY AND ALL ENTITIES AND/OR PERSON(S) IN POSSESSION OF THE PARCEL HEREIN DESCRIBED

JANICE I. GUEST
VIRGIL D. ANDERSON
ARLON C. ANDERSON
MYRTHEL P. ANDERSON
GREAT WESTERN BANK
CAPITAL ONE BANK
WENDELL A COMER
MARILYN K. COMER
POTTAWATTAMIE COUNTY, IOWA
STATE OF IOWA (ATTORNEY GENERAL)
STATE OF IOWA (DEPT OF REVENUE & FINANCE)
STATE OF IOWA (DEPT OF HUMAN SERVICES)
UNKNOWN PARTIES IN INTEREST

All of the heirs, spouses, assignees, grantees, legatees, devisees and successors in interest, both known and unknown, and all claimants claiming to have any recorded or unrecorded right, title or interest in and to the parcel hereinafter described.

YOU ARE HEREBY NOTIFIED that on 6/19/2006 the following described property, situated in Pottawattamie County, Iowa, to wit:

Part of the SE¼ SE¼ of Section 2, Township 74, Range 43 described as follows: Commencing at the SE Corner of said SE¼ SE¼; thence N 44.4 feet; thence N 89° 51' W. 55.2 feet to the place of beginning; thence continuing on the same bearing, N 89° 51' W, 550 feet; thence N 70° 22' W, 27.97 feet; thence N 63° 12' 30" E, 669.65 feet, thence South and parallel and 33 feet west of the East line of said SE¼ SE¼ 162.85 feet; thence S 8° 20' 30" W, 151.43 feet to the place of beginning, subject to easements of record and right-of-ways of Public Roads.

Parcel #: 049 016 002 014 794 001 000 (15040 230th St.)

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the property, that a Certificate of Purchase was duly issued to TAX 119 PARTNERSHIP by the County Treasurer of Pottawattamie County, Iowa pursuant to said tax sale, which certificate is now lawfully held and owned by TAX 119 PARTNERSHIP that the right of redemption will expire and a deed for the said property will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this notice.


Dated: 6/1/2009

COUNCIL BLUFFS
CITY CLERK

2009 JUN 18 A 11:40

TAX 119 PARTNERSHIP

BY:


Dennis D. Bloom, it's attorney
401 W. Coolbaugh St.
Red Oak, IA 51566

NOTICE TO REDEEM FROM TAX SALE

CERT #: 2006-0122

Exhibit "A"

TO: ANY AND ALL ENTITIES AND/OR PERSON(S) IN POSSESSION OF THE
PARCEL HEREIN DESCRIBED

GERALD N. ELLIFF
JERRY N. ELLIFF
CITIFINANCIAL, INC
IOWA WORKFORCE DEVELOPMENT
INTERNAL REVENUE SERVICE
CITY OF COUNCIL BLUFFS, IOWA
POTTAWATTAMIE COUNTY, IOWA
STATE OF IOWA (ATTORNEY GENERAL)
STATE OF IOWA (DEPT OF REVENUE & FINANCE)
STATE OF IOWA (DEPT OF HUMAN SERVICES)
UNKNOWN PARTIES IN INTEREST

All of the heirs, spouses, assignees, grantees, legatees, devisees and successors in interest, both known and unknown, and all claimants claiming to have any recorded or unrecorded right, title or interest in and to the parcel hereinafter described.

YOU ARE HEREBY NOTIFIED that on 6/19/2006 the following described property, situated in Pottawattamie County, Iowa, to wit:

Lot 26 in Block 49, Brown's Subdivision to Council Bluffs, Pottawattamie County, Iowa.

Parcel #: 000 035 114 005 748 000 000 (3620 6th Ave.)

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the property, that a Certificate of Purchase was duly issued to TIGER 104 PARTNERSHIP by the County Treasurer of Pottawattamie County, Iowa pursuant to said tax sale, which certificate is now lawfully held and owned by TIGER 104 PARTNERSHIP that the right of redemption will expire and a deed for the said property will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this notice.

COUNCIL BLUFFS
CITY CLERK

Dated: 6/1/2009

2009 JUN 18 11:49

TIGER 104 PARTNERSHIP

BY: 

Dennis D. Bloom, it's attorney
401 W. Coolbaugh St.
Red Oak, Ia. 51566

NOTICE TO REDEEM FROM TAX SALE

CERT #: 2006-0614

Exhibit "A"

TO: ANY AND ALL ENTITIES AND/OR PERSON(S) IN POSSESSION OF THE
PARCEL HEREIN DESCRIBED

MARK W. GORACZKOWSKI
ATLANTIC MORTGAGE & INVESTMENT CORPORATION
CITY OF COUNCIL BLUFFS, IOWA
POTTAWATTAMIE COUNTY, IOWA
STATE OF IOWA (ATTORNEY GENERAL)
STATE OF IOWA (DEPT OF REVENUE & FINANCE)
STATE OF IOWA (DEPT OF HUMAN SERVICES)
UNKNOWN PARTIES IN INTEREST

All of the heirs, spouses, assignees, grantees, legatees, devisees and successors in interest, both known and unknown, and all claimants claiming to have any recorded or unrecorded right, title or interest in and to the parcel hereinafter described.

YOU ARE HEREBY NOTIFIED that on 6/19/2006 the following described property, situated in Pottawattamie County, Iowa, to wit:

Lot 10, Block 4, Webster's First Addition to Council Bluffs, Pottawattamie County, Iowa.

Parcel #: 000 035 903 025 442 000 000 (2637 3rd Ave.)

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the property, that a Certificate of Purchase was duly issued to TAX 116 PARTNERSHIP by the County Treasurer of Pottawattamie County, Iowa pursuant to said tax sale, which certificate is now lawfully held and owned by TAX 116 PARTNERSHIP that the right of redemption will expire and a deed for the said property will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this notice.

Dated: 6/1/2009

COUNCIL BLUFFS
CITY CLERK
2009 JUN 18 A 11:46

TAX 116 PARTNERSHIP

BY:



Dennis D. Bloom, it's attorney
401 W. Coolbaugh St.
Red Oak, Ia. 51566

NOTICE TO REDEEM FROM TAX SALE

CERT #: 2006-0419

Exhibit "A"

TO: ANY AND ALL ENTITIES AND/OR PERSON(S) IN POSSESSION OF THE
PARCEL HEREIN DESCRIBED

LYN R. JOHNSON
LYNN JOHNSON
CITY OF COUNCIL BLUFFS, IOWA
POTTAWATTAMIE COUNTY, IOWA
STATE OF IOWA (ATTORNEY GENERAL)
STATE OF IOWA (DEPT OF REVENUE & FINANCE)
STATE OF IOWA (DEPT OF HUMAN SERVICES)
UNKNOWN PARTIES IN INTEREST

All of the heirs, spouses, assignees, grantees, legatees, devisees and successors in interest, both known and unknown, and all claimants claiming to have any recorded or unrecorded right, title or interest in and to the parcel hereinafter described.

YOU ARE HEREBY NOTIFIED that on 6/19/2006 the following described property, situated in Pottawattamie County, Iowa, to wit:

Lot 8 and W 5 ft. N 40 ft. Lot 9, Block 25, Mullins Subdivision, Council Bluffs,
Pottawattamie County, Iowa.

Parcel #: 000 035 567 017 053 000 000

(1428 Ave - D)

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the property, that a Certificate of Purchase was duly issued to TAX 128 PARTNERSHIP by the County Treasurer of Pottawattamie County, Iowa pursuant to said tax sale, which certificate is now lawfully held and owned by TAX 128 PARTNERSHIP that the right of redemption will expire and a deed for the said property will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this notice.

COUNCIL BLUFFS
CITY CLERK

Dated: 6/1/2009
2009 JUN 18 A 48

TAX 128 PARTNERSHIP

BY:



Dennis D. Bloom, it's attorney
401 W. Coolbaugh St.
Red Oak, IA 51566

NOTICE TO REDEEM FROM TAX SALE

CERT #: 2006-0393

Exhibit "A"

TO: ANY AND ALL ENTITIES AND/OR PERSON(S) IN POSSESSION OF THE
PARCEL HEREIN DESCRIBED

DONALD MADSEN
MARTIN MARTINEZ
COUNCIL BLUFFS SAVINGS BANK
CITY OF COUNCIL BLUFFS, IOWA
POTTAWATTAMIE COUNTY, IOWA
STATE OF IOWA (ATTORNEY GENERAL)
STATE OF IOWA (DEPT OF REVENUE & FINANCE)
STATE OF IOWA (DEPT OF HUMAN SERVICES)
UNKNOWN PARTIES IN INTEREST

All of the heirs, spouses, assignees, grantees, legatees, devisees and successors in interest, both known and unknown, and all claimants claiming to have any recorded or unrecorded right, title or interest in and to the parcel hereinafter described.

YOU ARE HEREBY NOTIFIED that on 6/19/2006 the following described property, situated in Pottawattamie County, Iowa, to wit:

Lot 7, Block 8 McMahon, Cooper and Jefferis Addition to Council Bluffs,
Pottawattamie County, Iowa.

Parcel #: 000 035 510 015 716 000 000

(1227 6th Ave -)

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the property, that a Certificate of Purchase was duly issued to TIGER 109 PARTNERSHIP by the County Treasurer of Pottawattamie County, Iowa pursuant to said tax sale, which certificate is now lawfully held and owned by TIGER 109 PARTNERSHIP that the right of redemption will expire and a deed for the said property will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this notice.

Dated: 6/1/2009
COUNCIL BLUFFS
CITY CLERK
2009 JUN 18 A 11:07

TIGER 109 PARTNERSHIP

BY:



Dennis D. Bloom, it's attorney
401 W. Coolbaugh St.
Red Oak, Ia. 51566

Council Communication

BOARD OF WATER WORKS TRUSTEES	Ordinance No. _____ Resolution No. _____	First Reading _____ Second Reading _____ Third Reading <u>NA</u>
Subject/Title COUNCIL BLUFFS WATER WORKS 2008 ANNUAL REPORT		
Background/Discussion The Board of Water Works Trustees of the Council Bluffs City Water Works approved the 2008 Annual Report at their June meeting. Section 388.4, Code of Iowa requires the Board to submit to the Council a detailed annual report, including a complete financial statement.		
Recommendation Respectfully request that the Council receive and file the 2008 Council Bluffs Water Works Annual Report		



General Manager
Council Bluffs Water Works

Mayor Signature

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Applicant **BC_V_21939, D & S XPRESS, Council Bluffs** *New*

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: **LE S CORP** (Sole Proprietorship, Partnership, Corporation, etc.)
 Name of Business (D/B/A): **D & S XPRESS**
 Address of Premise: **1220 N 25th**
 Address Line 2:
 City: **Council Bluffs**
 County: **Pottawattamie**
 Zip: **51501**
 Business Phone: **(712) 328-7328** Cell / Home Phone: **(712) 248-6021**
 Same Address
 Mailing Address: **BOX B**
 Mailing Address Line 2:
 City: **SHENANDOAH** State: **Iowa**
 Zip: **51601**
 Contact Name: **RICH SORENSEN**
 Phone: **(712) 246-1440** Email Address: **alliancegas@mchsi.com**

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Applicant LE0001544, Tobacco Hut #6, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: FKR LLC (Sole Proprietorship, Partnership, Corporation, etc.)
 Name of Business (D/B/A): Tobacco Hut #6
 Address of Premise: 3134 Manawa Centre Drive
 Address Line 2:
 City: Council Bluffs
 County: Pottawattamie
 Zip: 51501
 Business Phone: (712) 366-1873 Cell / Home Phone: (402) 708-5781
☐ Same Address
 Mailing Address: 3134 Manawa Centre Drive
 Mailing Address Line 2:
 City: Council Bluffs State: Iowa
 Zip: 51501
 Contact Name: David Foral
 Phone: (402) 708-5781 Email Address: davidforal@yahoo.com

- > Privilege Carryout Native Wine
- > Applicant Signature
- > Local Endorse

Carryout Native Wine Privilege LE0001544, Tobacco Hut #6, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

A class B native wine permit allows commercial establishments to sell native wine at retail in original unopened containers for consumption off the premises. This application is to be used only if adding carryout native wine privilege after the license has been issued. If carryout native wine privilege is requested at license renewal, mark the appropriate box under "privileges".

Effective Date: 07/01/2009

MM/DD/YYYY

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*Additional Privilege
to their current license*

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Applicant BB_V_22483, Harrah's Council Bluffs Casino & Hotel, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: Harvey Iowa Management Corp (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Harrah's Council Bluffs Casino & Hotel

Address of Premise: One Harrah's Blvd

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 329-6000

Cell / Home Phone:

☐ Same Address

Mailing Address: One Harrah's Blvd

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51501

Contact Name: Ben Eller

Phone: (712) 329-6000

Email Address: ben@harrah.com

Phone: (866) 469-2223
FAX: (515) 281-7375

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Applicant LA0000203, American Legion Rainbow Post #2, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: Rainbow Post #2, American Li (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): American Legion Rainbow Post #2

Address of Premise: 716 4th Street

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51503-0000

Business Phone: (712) 325-4874

Cell / Home Phone:

☐ Same Address

Mailing Address: 716 4th Street

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51503-0000

Contact Name: Russell Rains

Phone: (712) 366-3548

Email Address: russrains@cox.net

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Applicant BC0025917, Casey's General Store #2096, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: Casey's Marketing Company (Sole Proprietorship, Partnership, Corporation, etc.)
 Name of Business (DBA): Casey's General Store #2096
 Address of Premise: 2301 South 24th Street
 Address Line 2: _____
 City: Council Bluffs
 County: Pottawattamie
 Zip: 51501-0000
 Business Phone: (712) 325-6435 Cell / Home Phone: _____
☐ Same Address
 Mailing Address: PO Box 3901
 Mailing Address Line 2: _____
 City: Ankeny State: Iowa
 Zip: 50021-8045
 Contact Name: Penny Patrick, Store Operations
 Phone: (515) 965-6572 Email Address: penny.patrick@caseys.com

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Applicant LA0000310, Eagles Club, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: Fraternal Order Of Eagles Aer (Sole Proprietorship, Partnership, Corporation, etc.)
 Name of Business (D/B/A): Eagles Club
 Address of Premise: 1530 Avenue F
 Address Line 2:
 City: Council Bluffs
 County: Pottawattamie
 Zip: 51501-0000
 Business Phone: (712) 328-3637 Cell / Home Phone: _____
☐ Same Address
 Mailing Address: 1530 Avenue F
 Mailing Address Line 2:
 City: Council Bluffs State: Iowa
 Zip: 51501-0000
 Contact Name: Randy
 Phone: (712) 328-3637 Email Address: _____

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Applicant BC0028839, Eddys 611, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: Gasmart USA, Inc. *Renewal* (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Eddys 611

Address of Premise: 611 East Broadway

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51503

Business Phone: (712) 322-3957

Cell / Home Phone:

☐ Same Address

Mailing Address: 10777 BARKLEY STREET SUITE 200

Mailing Address Line 2:

City: OVERLAND PARK

State: Kansas

Zip: 66211

Contact Name: Louise

Phone: (712) 322-3957

Email Address: lhighman@gasmartusa.com

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Applicant BC0028838, Eddys 1839, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: Gasmart USA, Inc. *Renewal* (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Eddys 1839

Address of Premise: 1838 Madison Avenue

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51503

Business Phone: (712) 322-8139

Cell / Home Phone:

☐ Same Address

Mailing Address: 10777 BARKLEY ST SUITE 200

Mailing Address Line 2:

City: OVERLAND PARK

State: Kansas

Zip: 66211

Contact Name: Louise Jonas-Tighman

Phone: (913) 589-5800

Email Address: ltighman@gasmartusa.com

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Applicant BC0028837, Eddys 3434, Council Bluffs

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Name of Applicant: Gasmart USA, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Eddys 3434

Address of Premise: 3434 Nebraska Ave.

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 322-3434 Cell / Home Phone: _____

☐ Same Address

Mailing Address: 10777 BARKLEY STREET SUITE 200

Mailing Address Line 2: _____

City: OVERLAND PARK State: Kansas

Zip: 66211

Contact Name: Louise

Phone: (913) 599-5800 Email Address: lhighman@gasmartusa.com

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Applicant LC0031461, Hard Luck Saloon, Council Bluffs

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Name of Applicant: File, Lyman S. & Connie J. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Hard Luck Saloon

Address of Premise: 628 16th Ave

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 322-6066

Cell / Home Phone: (712) 467-3892

☐ Same Address

Mailing Address: 16146 275th St

Mailing Address Line 2:

City: Treynor

State: Iowa

Zip: 51575

Contact Name: Connie

Phone: (712) 467-3892

Email Address: hardluck@frontiernet.net

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Applicant LE0001210, Hy-Vee Drugstore, Council Bluffs

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Name of Applicant: Hy-Vee, Inc.		(Sole Proprietorship, Partnership, Corporation, etc.)	
Name of Business (D/B/A): Hy-Vee Drugstore			
Address of Premise: 757 W Broadway			
Address Line 2:			
City: Council Bluffs			
County: Porter/Hamlin			
Zip: 51501			
Business Phone: (712) 328-3277		Cell / Home Phone:	
<input type="checkbox"/> Same Address			
Mailing Address: 5820 Westown Pkwy			
Mailing Address Line 2:			
City: Des Moines		State: Iowa	
Zip: 50266			
Contact Name: Jennie Scott			
Phone: (515) 267-2874		Email Address: jmscott@hy-vee.com	

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Applicant LE0000866, Hy-Vee Food Store #1, Council Bluffs

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Name of Applicant: Hy-Vee, Inc. [Sole Proprietorship, Partnership, Corporation, etc.]

Name of Business (D/B/A): Hy-Vee Food Store #1

Address of Premise: 1706 No 16th St

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501-0000

Business Phone: (712) 328-9792 Cell / Home Phone: _____

☐ Same Address

Mailing Address: 5820 Westown Parkway

Mailing Address Line 2: _____

City: West Des Moines State: Iowa

Zip: 50266-0000

Contact Name: Jennie Scott

Phone: (515) 267-2874 Email Address: jmscott@hy-vee.com

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Applicant LC0034708, Jack Daddy's Bar & Grill, Council Bluffs

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Name of Applicant: P.V.B., Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Jack Daddy's Bar & Grill

Address of Premise: 2327 South 24th Street

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 322-9647

Cell / Home Phone:

☐ Same Address

Mailing Address: 21253 Ashwood Lane

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51503

Contact Name: Bill Morrow

Phone: (402) 659-0241

Email Address:

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Applicant LE0001466, No Frills Supermarkets, Council Bluffs

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Name of Applicant: NF Foods, LLC [Sole Proprietorship, Partnership, Corporation, etc.]
 Name of Business (D/B/A): No Frills Supermarkets
 Address of Premises: 1801 Valley View Drive
 Address Line 2: _____
 City: Council Bluffs
 County: Pottawattamie
 Zip: 51503
 Business Phone: (712) 322-4326 Call / Home Phone: _____
☐ Same Address
 Mailing Address: 11163 Mill Valley Rd
 Mailing Address Line 2: _____
 City: Omaha State: Nebraska
 Zip: 68154
 Contact Name: Steve Moskovits
 Phone: (402) 399-9244 Email Address: smoskovits@nofrillsupermar

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Applicant LE0001465, No Frills Supermarkets, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: NF Foods LLC (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): No Frills Supermarkets

Address of Premise: 1817 W Broadway

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 322-8491 Cell / Home Phone: _____

☐ Same Address

Mailing Address: 11123 NW Valley Rd

Mailing Address Line 2:

City: Omaha State: Nebraska

Zip: 68154

Contact Name: Steve Moskovits

Phone: (402) 399-9244 Email Address: smoskovits@nofrillsuperma

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Applicant BC0015805, Pump N Munch Too, Council Bluffs

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Name of Applicant: Sinnott, Lyle (Sole Proprietorship, Partnership, Corporation, etc.)
 Name of Business (D/B/A): Pump N Munch Too
 Address of Premise: 1220 North 25th Street
 Address Line 2:
 City: Council Bluffs
 County: Pottawattamie
 Zip: 51501-0000
 Business Phone: (712) 325-7328 Cell / Home Phone: _____
☐ Same Address
 Mailing Address: 1220 North 25th Street
 Mailing Address Line 2:
 City: Council Bluffs State: Iowa
 Zip: 51501000
 Contact Name: Lyle or Patricia
 Phone: (712) 328-7328 Email Address: _____

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Applicant LC0035587, Quaker Steak and Lube, Council Bluffs

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Name of Applicant: OSL LLC (Sole Proprietorship, Partnership, Corporation, etc.)
 Name of Business (DB/A): Quaker Steak and Lube
 Address of Premise: 3320 Mid America Dr
 Address Line 2:
 City: Council Bluffs
 County: Pottawattamie
 Zip: 51501
 Business Phone: (712) 322-0101 Cell / Home Phone: (402) 689-6634
☐ Same Address
 Mailing Address: 3320 Mid America Dr
 Mailing Address Line 2:
 City: Council Bluffs State: Iowa
 Zip: 51501
 Contact Name: Chris Monts
 Phone: (712) 322-0101 Email Address: chrismont@aol.com

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Applicant LC0030794, Queen of Apostles Church, Council Bluffs

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> Applicant

Name of Applicant: Parish of Our Lady Queen of / (Sole Proprietorship, Partnership, Corporation, etc.)

> Status Of Business

Name of Business (D/B/A): Queen of Apostles Church

> Ownership

Address of Premise: 3304 4th Ave

> Criminal History

Address Line 2:

> Premises

City: Council Bluffs

> General Premises

County: Pottawattamie

> Applicant Signature

Zip: 51501

> Dram Cert

Business Phone: (712) 323-2916

Cell / Home Phone: _____

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Mailing Address: 3304 4th Ave

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51501

Contact Name: Rev. Kirby

Phone: (712) 323-2916

Email Address: queenofapostles@cox.net

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Applicant BC0027517, Pilot Travel Center #329, Council Bluffs

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Name of Applicant: Pilot Travel Centers, LLC (Solo Proprietorship, Partnership, Corporation, etc.)
 Name of Business (D/B/A): Pilot Travel Center #329
 Address of Premise: 2647 S 24th St
 Address Line 2:
 City: Council Bluffs
 County: Pottawattamie
 Zip: 51501
 Business Phone: (712) 322-0088 Cell / Home Phone: _____
☐ Same Address
 Mailing Address: PO Box 10146
 Mailing Address Line 2: Attn: TAX Dept
 City: Knoxville State: Tennessee
 Zip: 37839-0146
 Contact Name: David Enkema
 Phone: (865) 588-7488 Email Address: enkemad@pilottravelcenters.

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Applicant BC0011483, Sinclair Retail Station #14030, Council Bluffs

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Name of Applicant: Sinclair Marketing, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)
 Name of Business (D/B/A): Sinclair Retail Station #14030
 Address of Premise: 1395 N. 25th Street
 Address Line 2:
 City: Council Bluffs
 County: Portawettamie
 Zip: 51501-0000
 Business Phone: (712) 328-3281 Cell / Home Phone:
☐ Same Address
 Mailing Address: Sinclair Marketing Inc.
 Mailing Address Line 2: 550 E. South Temple
 City: Salt Lake City State: Utah
 Zip: 84102-0000
 Contact Name: Emily
 Phone: (801) 524-2786 Email Address: elawrence@sinclairoil.com

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Applicant LC0035481, Spillway Grill and Bar, Council Bluffs

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Name of Applicant: Klemco Inc (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Spillway Grill and Bar

Address of Premises: 1840 Madison Ave

Address Line 2: Ste 8,9,10&11

City: Council Bluffs

County: Pottawattamie

Zip: 51503

Business Phone: (712) 322-9261

Cell / Home Phone:

☐ Same Address

Mailing Address: 1840 Madison Ave

Mailing Address Line 2: Ste 8,9,10&11

City: Council Bluffs

State: Iowa

Zip: 51503

Contact Name: Stephanie Coppock

Phone: (712) 322-9261

Email Address: parknkate@msn.com

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Applicant LC0036332, Uncle Mike & Maggie's Irish Pub, Council Bluffs

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Name of Applicant: Alpha Dog LLC (Sole Proprietorship, Partnership, Corporation, etc.)
 Name of Business (D/B/A): Uncle Mike & Maggie's Irish Pub
 Address of Premise: 315-319 North 16th Street
 Address Line 2:
 City: Council Bluffs
 County: Pottawattamie
 Zip: 51501
 Business Phone: (712) 323-3275 Call / Home Phone: (402) 430-1757
☐ Same Address
 Mailing Address: Hamilton Associates P.C.
 Mailing Address Line 2: P.O. Box 959
 City: Council Bluffs State: Iowa
 Zip: 51502
 Contact Name: Phyllis Roan
 Phone: (712) 322-0277 Email Address: proan@hamiltonassociatescc

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Applicant BC_V_21950, Walgreens # 3700, Council Bluffs

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Name of Applicant: Walgreen Co. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Walgreens # 3700

Address of Premise: 535 E. Broadway

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51503

Business Phone: (847) 315-3906

Cell / Home Phone:

☐ Same Address

Mailing Address: PO Box 901

Mailing Address Line 2:

City: Deerfield

State: Illinois

Zip: 60015

Contact Name: Carol Woosley

Phone: (847) 315-6906

Email Address: carol.woosley@walgreens.co

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Applicant BC_V_21953, Walgreens # 4405, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: Walgreen Co. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Walgreens # 4405

Address of Premise: 2505 W. Broadway

Address Line 2:

City: Council Bluffs

County: Please Select

Zip: 51501

Business Phone: (847) 315-6806

Cell / Home Phone:

☐ Same Address

Mailing Address: PO Box 901

Mailing Address Line 2:

City: Deerfield

State: Illinois

Zip: 60015

Contact Name: Carol Woosley

Phone: (847) 315-6806

Email Address: carol.woosley@walgreens.co

Phone: (866) 469-2223
FAX: (315) 281-7375

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Applicant BC_V_21954, Walgreens # 5306, Council Bluffs

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Name of Applicant: Walgreen Co. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Walgreens # 5306

Address of Premise: 301 W. Bennett Ave.

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51503

Business Phone: (847) 315-6806

Cell / Home Phone:

☐ Same Address

Mailing Address: PO Box 901

Mailing Address Line 2:

City: Deerfield

State: Illinois

Zip: 60015

Contact Name: Carol Woosley

Phone: (847) 315-6806

Email Address: carol.woosley@walgreens.co

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Applicant LE0000981, Wal-Mart Supercenter #1965, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: Wal-Mart Stores, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Wal-Mart Supercenter #1965

Address of Premise: 3200 Manawa Dr

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51503-0000

Business Phone: (712) 356-3326

Cell / Home Phone: (501) 277-2768

☐ Same Address

Mailing Address: 702 SW 8th St

Mailing Address Line 2:

City: Bentonville

State: Arkansas

Zip: 72716-6500

Contact Name: Joshua Allison

Phone: (479) 204-2332

Email Address: Joshua.Allison@wal-mart.com

[Prev](#)

[Next](#)

Phone: (866) 468-2223
FAX: (515) 281-7375

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Renewal
CITY CLERK'S OFFICE

POLICE RP
FIRE RP
HEALTH RP
BUILDING DAD
ZONING RP

**City of Council Bluffs
Cigarette Permit Applications
July 13, 2009**

1. Cal's Food & Gas (429 Veterans Memorial Hwy.)
2. Eddy's #1839 (1839 Madison Ave.)
3. Eddy's #3434 (3434 Nebraska Ave.)
4. Eddy's #503 (503 9th Ave.)
5. Eddy's #611 (611 East Broadway)
6. Elk's Lodge (380 McKenzie Ave.)
7. G's Phillips 66 (3500 Ave. A)
8. Inn Between Lounge (2700 2nd Avenue)
9. Lake Manawa Convenience (1115 Veterans Memorial Hwy.)
10. Lipstix (1501 N 1^{6th} Street)
11. Pilot Travel Center #329 (2647 South 24th Street)
12. Sugar's Lounge (2725 East Kanesville Blvd.)